

COMMUNITY BENEFITS AGREEMENT

THIS COMMUNITY BENEFITS 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 **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 (the “**Developer**”).

RECITALS:

WHEREAS, the County is the owner of approximately 242 acres of real property situated in the Town of Orchard Park, New York, which is improved by a football stadium and related amenities (the “**Current Stadium Complex**”); and

WHEREAS, under the New York State Urban Development Act, Chapter 174 of the 1968 Laws of New York, as amended (the “**Act**”), the New York State Urban Development Corporation d/b/a Empire State Development (the “**ESD**”) is empowered to lease real property from municipalities and to rehabilitate and improve such real property; and

WHEREAS, pursuant to Section 12 of the Act, the ESD is empowered to create subsidiary corporations and to confer upon such subsidiary corporations all “privileges, immunities, tax exemptions and other exemptions” which the ESD enjoys, including, without limitation, such privileges, immunities, tax exemptions and other exemptions which inure to the ESD by virtue of the ESD’s status as a public benefit corporation; and

WHEREAS, on February 6, 1998, the ESD filed a Certificate of Incorporation with the New York Secretary of State forming ECSC; and

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

WHEREAS, the Developer’s affiliate, Buffalo Bills, LLC (the “**Bills**”) owns the National Football League (“**NFL**”) franchise known as the “Buffalo Bills” football team (the “**Team**”); and

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

WHEREAS, above and beyond the benefits naturally flowing from the presence of an NFL franchise in a host community, the Bills have long demonstrated their commitment to supporting the social, educational, and economic health of the Region through established community involvement and dedication of substantial resources, and have demonstrated such longstanding commitment through their support of physical, social, educational, and economic health initiatives throughout the Region by consistently activating on the ground resources approximating an annual community investment valued at Three Million U.S. Dollars (\$3,000,000.00) (the “**Community Investment**”); 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 Erie County and Western New York community, and the Bills, by remaining in the Region, are dedicated to continuing and furthering the Team’s investment in the community; and

WHEREAS, the County, ECSC and the State have each committed to invest a substantial amount of funds and other resources for the refurbishment, renovation and improvement of the Current Stadium Complex, including the development a new stadium (the “**New Stadium**”; the Current Stadium Complex plus the New Stadium are hereinafter referred to the “**New Stadium Complex**”) for the Team to play its Home Games; and

WHEREAS, the County, ECSC, the State and the Developer have entered into a stadium development and construction coordination agreement with respect to the construction and development of the New Stadium by the Developer (the “**CCA**”) as of the date hereof; and

WHEREAS, ECSC and the Developer have entered into a lease agreement for use of the New Stadium (the “**New Stadium Lease**”) as of the date hereof; and

WHEREAS, ECSC and the Developer have entered into a non-relocation agreement committing the Team to play their Home Games in the New Stadium throughout the term of the New Stadium Lease (the “**Non-Relocation Agreement**”) as of the date hereof; and

WHEREAS, the County and the Developer have entered into a security agreement pursuant to which the County will provide supplemental security services in the New Stadium throughout the term of the New Stadium Lease (the “**Stadium Security Agreement**”) as of the date hereof; and

WHEREAS, the parties wish to provide for various Community Benefits (as defined herein) to the County, ECSC, and the public sector in connection with the design, construction, maintenance and operation of the New Stadium project (the “**Project**”), including, without limitation, furthering the initiatives of Live Well Erie, a County initiative directed towards eliminating poverty, improving the health and wellness of communities, and provide education, job, and other opportunities; and

WHEREAS, concurrently herewith, GTBB Joint Venture, the construction manager for the Project (the “**Construction Manager**”), has entered into a letter agreement, pursuant to which the Construction Manager has agreed to perform all of the Construction Manager’s obligations hereunder; and

WHEREAS, concurrently herewith, Populous P.C., the architect for the Project (the “**Architect**”), has entered into an architectural services agreement, pursuant to which the Architect has agreed to perform all of the Architect’s obligations hereunder.

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 and the Developer agree as follows:

1. Recitals and Definitions. The recitals set forth above are true and correct in all respects and are incorporated herein by reference. All capitalized terms used but 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, Developer or the Team.

(b) **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.

(c) **Community Investment:** an annual community investment to be made by the Bills and the Developer approximating a value of at least Three Million U.S. Dollars (\$3,000,000.00).

(d) **Disadvantaged Communities:** Communities within zip codes with a poverty rate of twenty percent (20%) or higher, as set forth in Erie County Executive Order Number 18 dated September 27, 2017 (Erie County Construction Project Bid Documents Shall Include Local and Disadvantaged Worker Requirements), as may be revised and updated during the Term.

(e) **Effective Date:** March 29, 2023.

(f) **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, whether now or hereafter in existence.

(g) **Home Game:** Any game 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.

(h) MBE: (i) A minority business enterprise as defined in Section 310(7) of the New York State Executive Law as may be amended from time to time, which (1) is certified by the Empire State Development Division of Minority and Women's Business Development as being an MBE; and (2) otherwise is registered and in good standing with all applicable Governmental Authorities; or (ii) a minority-owned business as may be otherwise defined and/or certified by the County which is in good standing with all other applicable Governmental Authorities.

(i) MWBE: Any MBE or WBE.

(j) NFL: The National Football League.

(k) Party: Any one of the County, ECSC or the Developer.

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

(m) Prevailing Wage: The wage requirement defined as the prevailing wage by the New York State Department of Labor, as modified from time to time.

(n) Region: The geographic area within the State of New York comprising a 100-mile radius from Orchard Park, New York, encompassing the County and larger portions of the Western New York-area.

(o) New Stadium Lease Expiration Date: The earlier of (i) the date that is thirty (30) years after the Commencement Date (as defined in the New Stadium Lease), provided that if such date occurs within an NFL Season (as defined in the New Stadium Lease) 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) such earlier date provided for in the New Stadium Lease upon which the New Stadium Lease term shall expire.

(p) State: The State of New York.

(q) SDVOB: (i) A service-disabled veteran business enterprise as defined in Section 369-h of the New York State Executive Law as may be amended from time to time, which (1) is certified by the New York State Office of General Service's Division of Service-Disabled Veterans Business Development as being a SDVOB; and (2) otherwise is registered and in good standing with all applicable Governmental Authorities; or (ii) a service-disabled veteran-owned business as may be otherwise defined and/or certified by the County which is in good standing with all other applicable Governmental Authorities

(r) SUNY: The State University of New York.

(s) Term: The term of this Agreement, which shall begin on the Effective Date and conclude on the New Stadium Lease Expiration Date.

(t) WBE: (i) A woman-owned business entity as defined in Section 310(15) of the New York State Executive Law as may be amended from time to time, which (1) is certified

by the Empire State Development Division of Minority and Women’s Business Development as being a WBE; and (2) otherwise is registered and in good standing with all applicable Governmental Authorities; or (ii) a woman-owned business as may be otherwise defined and/or certified by the County which is in good standing with all other applicable Governmental Authorities.

2. Background and Purpose. This Agreement has been developed to ensure participation by all segments of the local community in the economic opportunities available in connection with the design, construction, maintenance and operation of the New Stadium being developed by the Developer. This Agreement will, among other things: (A) require workforce inclusion and diversity in the Project; (B) address Prevailing Wage and Living Wage requirements; (C) enhance supplier diversity and provide County business-priority for supplier and vendor contracts; (E) support affordable housing, food insecurity, educational access, social justice, and mental health initiatives in the County; (F) provide for commitments to local civic and other organizations; (G) further the Developer’s cooperation in the economic development of the County; and (H) further the Developer’s commitment to support youth and community programs in the County.

3. Community Benefits

(a) Generally. The Developer acknowledges how critically important community participation is, and the Developer is committed, both through its own efforts and through the efforts of its contractors and vendors, to encourage and further opportunities to participate in and benefit from the design, construction, maintenance and operation of the Project to a broad and diverse membership of the community.

This Agreement outlines a multi-faceted program to encourage participation in the Project by the local community, including people of color, women, veterans, LGBTQ+, low-income, and other targeted members of the community (the “**Targeted Groups**”). Community benefits directed towards such Targeted Groups include:

- (1) MWBE participation in construction, maintenance and operations;
- (2) Prevailing Wage and Living Wage requirements;
- (3) transportation improvements;
- (4) workforce training and development, apprenticeship, and internship programs; and
- (5) numerous other benefits (including, without limitation, expanding of youth programing in the Region (for example, in conjunction with the Buffalo Urban League), support of anti-violence initiatives (including gun violence) , support of mental health initiatives, supporting recycling programs, higher education support, food insecurity initiatives, and other programs that support the upward mobility of impoverished and low-income neighborhoods) (collectively, items (1) through (5) are the “**Community Benefits**”).

(b) Bills and Developer Support. Consistent with past practices, the Bills and Developer will further and continue the Community Investment and collaborate with the Community Benefits Oversight Committee (as defined herein) to identify community vulnerabilities and priorities where the Bills and Developer can best direct their extensive resource commitment. In furtherance of the goals of the Community Benefits, the Developer will support and will work with the Bills to support the programs and objectives with appropriate time, personnel, and resource dedication, including without limitation continuing and growing Developer- and Bills-supported programs, dedicating staff toward developing and promoting the goals of the Community Benefits, and promoting the programs, initiatives, and objectives of the Community Benefits through the power of the Team brand as an NFL club. In furtherance of the foregoing, the Bills and the Developer will be providing, at a minimum, the Community Investment each year of the Term adjusted annually by the Price Index (subject to a maximum year-over-year increase of 2.2% in any one year) for the programs and objectives described herein.

(c) Design Elements in the New Stadium. The Developer has solicited input and feedback from community members who live in the Region on the various design elements of New Stadium, including, without limitation, the exterior aesthetic, lights, noise, height of stadium, sidewalks, security (in and around the New Stadium), buffering distance between the New Stadium and surrounding neighborhood, parking, traffic, greenspace, and cleanup. The New Stadium Complex infrastructure design shall include, but not be limited to, a public transportation hub (as further described in Section 3(i)) incorporated into the New Stadium Complex design for safe and organized public transportation pick-up and drop-off points for employees and patrons, and the Developer will work with the County to develop a foot traffic route for pedestrians to navigate Abbott Road from Southwestern Blvd. to Milestrip Road for better pedestrian and homeowner safety. The Bills shall consider and, in good faith, where appropriate, cause the Architect to incorporate such input and feedback in the final New Stadium plans, subject to Applicable Laws.

(d) MWBE and DBE Participation. The Developer shall develop a local hiring and contracting program for design and construction jobs that encourage the applicable employer to directly employ residents of the County and the Region of diverse socioeconomic backgrounds. The plan shall include specific goals to target for MBE, WBE, SDVOB, minority-owned business, and women-owned business participation, as further described in the CCA and Project Labor Agreement (“PLA”) entered into for the Project. In connection with the Developer’s performance of its obligations under the CCA, the Developer shall use good faith efforts, together with the Construction Manager and the Architect, to implement initiatives for maximizing participation in the design and construction of the Project, including:

(i) Developing and maintaining an easily accessible Project website where contractors and vendors can access all Project documents and sign up to receive notifications;

(ii) Collaborating with local small, women, and minority business organizations to identify firms that may be interested in participating in the Project, for example: Latin Chamber of Commerce, National Association of Minority Contractors, Women Business Enterprise Council, New York Contractor’s Association, Buffalo Urban League, Independent Contractors Guild of WNY, Buffalo Employment Training Center (BETC), Center for Employment Opportunities (CEO) Buffalo and the Northland Workforce Training Center

(collectively, the “**Local Chambers**”) to ensure bid packages and other stadium-related contracting information are readily available to the Local Chambers, so they may circulate the same to their respective members;

(iii) Engaging and providing opportunities to MWBE firms consistent with the availability of MWBE firms in the marketplace;

(iv) The Construction Manager hosting pre-job conferences for contractors, suppliers, and subcontractors at every tier performing work on the Project, which shall address items such as manpower, key employees work dates, work hours, Project rules, employee transportation to and from the Project site, safety, employee absenteeism, and other relevant information.

(v) Encouraging partnerships between MWBE firms and other vendors, including encouraging vendors to partner with MWBE firms, encouraging larger vendors to subcontract work to MWBE firms, and encouraging business mentorship programs that might provide professional development opportunities for MWBE firms.

(vi) Encouraging the Construction Manager for the Project to develop a program that encourages long-term relationships with MWBE firms; that provides meaningful feedback to contractors, subcontractors and vendors relative to performance-related issues and encourages continued development of skills and abilities; that puts systems into place to ensure larger contractors and vendors are aware of MWBE firms that have successfully undertaken stadium related work.

(e) Post Construction Operation of the New Stadium. Developer shall use commercially reasonable efforts to implement initiatives for maximizing participation in the maintenance and operation of the New Stadium, including, without limitation, aiming to achieve the following goals:

(1) **Maintenance and Operations.**

(i) Thirty percent (30%) of all retailers, vendors, and service companies used in stadium maintenance and operations to be MWBE firms and six percent (6%) of all retailers, vendors and service companies used in the New Stadium shall be SDVOB firms; and

(ii) Thirty percent (30%) of all monies paid to retailers, vendors, and service companies used in stadium maintenance and operations be paid to MWBE firms and six percent (6%) of all monies paid to retailers, vendors and service companies used in the New Stadium be paid to SDVOB firms.

(2) **Concessions.**

(i) Any response for proposal for the concessionaire shall require the concessionaire to administer food and beverage service mentorship programs for MWBEs.

(ii) Thirty percent (30%) of the food products used by the concessionaire to be purchased from Erie County certified MWBE food service companies.

(iii) New York Food and Beverage. The Developer shall promote and give preference to food and beverage items for sale at the New Stadium produced and/or manufactured in New York State.

(f) Security. The Developer and/or the Bills, as applicable, will contract with a qualified firm to provide security services in the New Stadium with special attention paid to cultural and racial sensitivities around the Current and New Stadium Complex. As the security firm conducts its hiring, the Developer will encourage the security firm to engage in strategic recruitment of ethnically and racially diverse security staff members. The Developer shall ensure the completion of a risk mitigation assessment to determine New Stadium infrastructure and operating procedures are adequate to protect the public from mass shootings and terrorism and such other duties to be described in a security agreement to be negotiated between the Developer and the County.

(g) Prevailing Wage. The Bills will apply Prevailing Wage programs for employees working on the construction of the Project; the PLA shall further detail the requirements regarding Prevailing Wage application for the construction of the Project.

(h) Living Wage. The Developer will promote “Living Wage” standards in its employment practices for employees working at the New Stadium once in operation. In creating and maintaining its Living Wage standards, Developer will consult other examples of Living Wage standards such as the Buffalo Living Wage Ordinance (as amended) and other similar programs.

(i) Transportation Improvements. The County and Developer have been collaborating and working in good faith with the Niagara Frontier Transportation Agency (“**NFTA**”) to cause NFTA to expand its provisioning of public transportation to include one or more bus or rail stops within walking distance of the New Stadium (i.e., no greater than one-quarter of one mile (0.25 miles) from the New Stadium) and the addition of one or more new bus routes and shuttles (including free workforce shuttles from locations such as Buffalo, Tonawanda and Lackawanna to the new stadium construction site). A public transportation hub shall be implemented into the New Stadium Complex design, securing safe public transportation onboarding and exiting for patrons, including families with children and public transit riders with limited mobility or special needs. The Developer and NFTA will host a public hearing for County residents to review the plans for the public transportation hub.

(j) Small Business Support. The Developer supports local entrepreneurs and desires to support a vibrant entrepreneurship culture in the Region, particularly for racial and socio-economic groups that are underrepresented in the entrepreneurship community. To further that support, the Developer will work with the Bills and assign one or more front office executives within the Bills and/or affiliated organizations to periodically (e.g., quarterly) volunteer with local small business and entrepreneurship organizations and/or mentor local small businesses with an identified need.

(k) Mentoring/Technical Assistance/Internships/Educational.

(i) *Workforce Training and Development; Apprenticeship Participation.* During the construction, maintenance, and operation of the Project, the Developer, together with its Construction Manager, will encourage local community partners, such as unions, prime contractors, applicable subcontractors, universities, its concessionaire, its stadium manager overseeing maintenance and operations and other organizations to train a diverse and competent workforce to prepare Targeted Groups and to encourage members of Targeted Groups to become pre-apprentices in the applicable trades (e.g., engineering, facility maintenance and operations, sales and marketing, and information technology).

(ii) *College Internship Program.* The Developer will work with the Bills and offer a paid internship program for college students (with a goal of thirty percent (30%) diverse students with an emphasis on students residing in Disadvantaged Communities) which will expose them to the sports industry and will give students the opportunity to gain experience in varied aspects of the sports business. The program will be housed within the Bills and/or Developer organization and will emphasize a goal of improving diversity and inclusion in professional sports front offices.

(iii) *High School Shadowing Program.* The Developer will work with the Bills and offer a shadowing program for local high school students (with a goal of thirty percent (30%) of such students residing in Disadvantaged Communities) which will provide them the opportunity to shadow a staff member or department within the organization, the concessionaire and other Developer vendors operating at the New Stadium to learn about the business of a sports organization. The program will be housed within the Bills and/or Developer organization and will emphasize a goal of improving diversity and inclusion in professional sports front offices and stadium operations.

(iv) *Lectures/Speaking Engagements.* The Developer will collaborate with local area high schools and colleges for opportunities for members of the Bills and/or Developer organization to speak to classes or student groups regarding the business of sports and the various avenues and opportunities that can exist within the sports industry, with the aim of encouraging diversity and inclusion in professional sports front offices.

(l) Other Benefits.

(i) *Safe Neighborhoods; Mental Health.* The Developer will work with the Bills to continue its longstanding commitment to standing against violence in our communities and encouraging the expansion of mental health awareness. In furtherance of that commitment, the Developer will work with the Bills to support anti-violence initiatives (including gun violence) and mental health awareness initiatives through Bills-led anti-violence awareness and mental health campaigns, promoting local anti-violence and mental health awareness campaigns, and supporting local community organizations whose missions include anti-violence work and mental health work, respectively.

(ii) *Sustainability.* In addition to any other sustainability initiative outlined in other definitive documents, the Developer shall work with New Stadium partners to develop, implement, and maintain a sustainability operations plan, which plan shall address solid waste recycling program for food and beverage concessions located on the New Stadium site as

well as other efforts to reduce carbon emissions and carbon footprint of the New Stadium. For clarity, the Developer's progress in connection with a sustainability plan shall be included in the reports provided under Section 4(e).

(iii) *Community Art Program*. The Developer will work collaboratively with local artists to develop a Community Art Program in connection with the New Stadium Complex.

(iv) *Adjunct Educators*. The Developer will work with the Bills to encourage, and make available, personnel to participate in educational lectures and classroom activities in area educational institutions such as ECC and the BOCES program to share the benefit of the Bills' leadership's experience with students.

4. Community Benefit Oversight Committee

(a) Community Benefits Oversight Committee. ECSC and the County shall, in consultation with the Developer, create a community benefits oversight committee (the "**CBOC**"). The CBOC shall consist of nine (9) members, (i) four (4) appointed by the County as follows, two (2) by the County Executive and two (2) by the Chair of the Legislature, (ii) two (2) appointed by ECSC, and (iii) three (3) appointed by the Developer. The Chair of the CBOC shall be elected by the membership of the CBOC. Each member of the CBOC must have the education, experience, and skills necessary to effectively execute the duties and responsibilities of a member of the CBOC. Members of the CBOC are not entitled to receive any compensation for serving as a member of the CBOC. The CBOC shall meet at regularly scheduled intervals (including an annual public hearing) and/or at the call of the chair in a public setting to discuss community priorities. The CBOC shall post its meeting agendas and conduct its meetings in a manner consistent with the New York Open Meetings Law. The CBOC shall not have an annual budget, open or maintain any financial accounts, take on any debt or otherwise encumber itself or ECSC or the County (or, for clarity, the Developer or the Bills) in anyway, or enter into any contracts or other agreements obligating it, ECSC or the County (or, for clarity, the Developer or the Bills). The County shall provide administrative staff support for the CBOC.

(b) Role and Responsibility of the Benefits Oversight Committee. The CBOC shall review the Developer's compliance with the terms and conditions of this Agreement and will provide monitoring, oversight, and accountability in connection with the performance of this Agreement. In furtherance of this responsibility, the CBOC shall receive and review reports from Developer and its Community Benefits Director (as defined herein) or designated liaison (as appointed or designated and during the periods specified in Section 4(d)), as set forth in this Agreement, relative to this Agreement's progress and Developer's good faith efforts to implement the programs contemplated by this Agreement. The CBOC shall report to ECSC and the County its findings as to whether the developer is complying with the requirements hereunder, including, without limitation, making commercially reasonable efforts to implement the programs contemplated by this Agreement.

(c) CBOC Removal and Vacancy. There shall be no term limits for members of the CBOC. Each of ECSC, the County, and the Developer may remove its respective members of the CBOC with or without cause. Members shall also be removed from the CBOC in the event

the member dies or resigns. Vacancies on the CBOC caused by the removal, death or resignation of a member shall be replaced promptly by successor appointment by the respective Party responsible for the appointed position.

(d) Developer Monitoring and Administration. The Developer will appoint a community benefits director (the “**Community Benefits Director**”) during the Project construction phase to provide leadership in the implementation and monitoring of this Agreement. After completion of construction of the Project, the Developer will designate an individual to serve as the Developer’s liaison regarding any issues related to compliance with this Agreement (one of the same individuals the Developer appoints to the CBOC).

(e) Public Reporting. In addition to the reports required under Section 4(d), the Developer and/or the Bills will provide annual reports to the CBOC that will identify the Developer’s efforts to comply with this Agreement. For the avoidance of doubt, such public reports shall be submitted to ECSC and the County and will reflect efforts by the Developer and/or the Bills as well as its various contractors charged with constructing, operating, and servicing the Project. Reports shall include identification of any programs created pursuant to this Agreement and performance metrics related thereto. The County and ECSC shall have audit rights to confirm the Developer is in compliance with this Agreement

(f) Cost of Compliance. The Developer acknowledge that the implementation of, and compliance with, its commitments as set forth in this Agreement may require the expenditure of certain resources, as applicable, either directly by the Bills, the Developer or by those charged with carrying the various provisions of this Agreement on the Developer’s behalf, and agree to undertake the applicable costs relating thereto.

(g) Compliance.

(i) *Developer Determine Noncompliance*. To the extent the Developer determines it is not in compliance with their obligations to implement this Agreement, the Developer shall prepare and submit a remedial plan to achieve compliance outlining the compliance issue or issues identified and specifying actions that will be undertaken to remedy areas of noncompliance. Such remedial plan may not reduce requirements of the Agreement without the prior written approval of the CBOC. To the extent the CBOC believes that the remedial plan reduces or eliminates any of the Developer’s obligations under this Agreement, the CBOC shall work in good faith with Bills to negotiate specific remedial actions that will be taken to achieve compliance with this Agreement in a manner that does not reduce or eliminate the Developer’s obligations within forty-five (45) days of receiving such plan.

(ii) *CBOC Determines Noncompliance*. To the extent the CBOC determines the Developer has failed to make sufficient and appropriate efforts (based on the requirements of this Agreement) to comply with or implement the programs required under this Agreement, after having received two consecutive reports from the Developer indicating such noncompliance, the CBOC shall provide notice of such noncompliance to the Developer, the State and the County (specifically, the County Office of Consumer Protection). To the extent the CBOC determines that the Developer is not in compliance with its obligations to implement this Agreement, the CBOC shall provide guidance, as necessary and appropriate, to the Developer and

its Community Benefits Director or its designated liaison (as appointed or designated and during the periods specified in Section 4(d)) and may request specific information related to issues identified to ensure that sufficient and appropriate efforts are being made to implement all aspects of this Agreement as specified in this Section 4(g)(ii). In such an event, the Developer shall prepare and submit a remedial plan to achieve compliance specifying actions that will be taken to remedy areas of noncompliance. Such remedial plan may not reduce or eliminate Developer's requirements of the Agreement without the prior written approval of the CBOC, ECSC and the County.

5. Charitable and Civic Endeavors

(a) Team Community Relations. The Developer will work with the Bills to continue the Team's community outreach efforts through its community relations department, a department within the Bills organization devoted to ensuring that the organization serves as an asset to the County, Region, and State, above and beyond the civic and economic benefits naturally flowing to a host community for an NFL club. The Developer will work with the Bills to continue to encourage all members of the Bills organization to reach out to the local community to support local charitable and civic causes. The Bills' community outreach programs have included events such as, for example:

- Player and staff participation in programs at local schools designed to encourage students to sharpen their skills both on the field and in the classroom;
- Player and staff participation in Crucial Catch (or other cancer awareness initiative) and related fundraising;
- Player and staff participation in programs designed to encourage young children develop a healthy lifestyle through proper diet and exercise;
- Player and staff participation in efforts to raise awareness and/or fundraise for various charitable causes through initiatives such as the My Cause My Cleats program and other initiatives;
- Player and staff participation in local food drives and bringing holiday meals and gifts to members of the local community who would not otherwise have an opportunity to celebrate the holidays;
- Hosting multiple visits by the Make-A-Wish Foundation and/or similar charitable organizations that provide children in need the opportunity to spend time with their favorite players;
- Hosting player safety clinics for area youth football coaches; and
- Providing charitable donations to numerous organizations including local scholarship funds, charitable initiatives such as Toys For Tots, and youth and veteran organizations.

(b) NFL Grants and Funding. The Bills will work with the NFL to obtain grants to fund facilities improvements for local community athletic and educational organizations.

(c) Bills Foundation. The Developer will work with the Bills to continue to robustly support Buffalo Bills Foundation, Inc., a domestic not-for-profit corporation (the “**Foundation**”), to enable it to remain active in the Region to increase community and civic health through its focus on hunger and food scarcity, particularly in youth. The Bills regularly contribute hundreds of thousands of dollars in value to the Foundation on an annual basis to support the Foundation’s ability to generate and donate funds to local charitable organizations every year.

(d) Field Trips. The Developer and/or the Bills will collaborate with local area schools to facilitate field trips/field days where students can visit the New Stadium Complex and learn from staff about the facility and the work that goes into operating a stadium and football team.

(e) Graduation Programs. The Developer and/or the Bills will work collaboratively with local high schools to develop graduation programs that celebrate graduation rates and elevate high school students’ graduation experiences with the goals of encouraging youth to complete their high school education and encourage their transition to their next steps.

(f) Youth Programming Support Pledge. The Developer will work with the Bills to continue its longstanding commitment to supporting the education and enrichment of the Region’s youth. In an effort to promote the creation, development, and growth of youth programming within the Region, the Developer will work with the Bills to provide multi-faceted support, and will encourage other local business partners to support, afterschool study and sports programs for youth as well as summer camp programs for youth with an aim to target school districts where (1) programs are lacking or under-resourced and/or (2) a majority of residents lack access to public transportation and/or live below the poverty line.

(g) Law Enforcement Collaboration. The Developer will collaborate with local law enforcement to assist efforts in new recruitment, training, and officer development where applicable.

(h) Paid Volunteer Time. The Developer will work with the Bills to provide approximately 3,000 paid hours of volunteer time each year for full time Bills staff members to make a direct impact in the local community by volunteering part of their working hours with local area charitable organizations, including but not limited to the Bills annually organized Staff Volunteer Day.

(i) Encouraging Attendance from Designated Communities. The Developer will work with the Bills and local community organizations to develop programs to facilitate community members and youths from Designated Communities to attend Bills events (for example, Return of the Blue + Red, Draft Celebrations, Training Camp, etc.), including transportation and special recognition.

(j) Youth Sports. The Developer will provide local area school and community youth sports teams the opportunity to use facility space for practices and meetings rent-free.

6. Public Sector Benefits

(a) Civic Events. Through the New Lease Agreement, the County and ECSC will reserve for themselves the non-assignable right to use the New Stadium (including the all seating areas) (i) for up to five (5) civic-oriented events for the County, and (ii) for an undetermined number of civic-oriented events for ECSC and the State (each, a “Civic Event” and collectively, the “Civic Events”, as further defined in the New Lease Agreement) each operating year in accordance with the terms and conditions of the applicable provisions of the New Lease Agreement, in each case mutually agreeable Civic Events: (i) that are sponsored or co-sponsored by the County, ECSC or the State, as applicable; (ii) that are civic or charitable in nature or are conducted or presented as a service by the County, ECSC or the State, as applicable, to its residents or a non-profit organization; and (iii) which may be ticketed, provided that the financial benefits therefrom (if any) are retained by the County, ECSC or the State, as applicable, or distributed to a non-profit, civic or other community organization. The County, ECSC or the State, as applicable, shall give the Developer reasonable prior written notice of any Civic Event pursuant to the New Lease Agreement.

(b) Donated Tickets. For the duration of the Term, the Developer will donate a mutually agreeable allotment of tickets and parking passes to the County and ECSC for all Home Games played at the New Stadium. In conjunction with the guidance of the CBOC, the County and ECSC may use the donated tickets for any permitted purpose under Applicable Laws and rules of the NFL, including distributing the tickets to community groups and charities to further their respective purposes.

7. Neighboring New Stadium Communities. The Developer agrees to meet with representatives of the Town of Hamburg and the Town of Orchard Park on at least a semi-annual basis in order to address any game day or Bills Event operational issues as well as plan for future economic development opportunities around the New Stadium Complex.

8. Breach of Agreement. In the event that there is any material breach of this Agreement by the Developer, and such material breach continues for a period of ninety (90) days after written notice from the County or ECSC to the Developer or, if such breach cannot be cured reasonably within such ninety (90) day period, then if the Developer fails to diligently commence to cure such breach within ninety (90) days after written notice from the County or ECSC and to complete such cure within a reasonable time thereafter, such breach shall constitute a Lessee Default (as defined in Section 22.1(d) of the New Stadium Lease) and the County and/or ECSC shall have all of the rights and remedies available at law or in equity.

9. Termination of Agreement. This Agreement shall terminate concurrently upon the New Stadium Lease Expiration Date.

10. Miscellaneous

(a) No Construction Against Drafting Party. The Parties acknowledge and agree 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 10(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 e-mail address 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.

(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 made in writing duly executed by the duly authorized representatives of the Parties.

(e) Entire Agreement. This Agreement, including the joinders, exhibits, schedules and addenda thereto, if any, (together with the Stadium Agreements (as defined in the New Stadium Lease)) 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. Except as expressly provided in 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. 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.

(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, 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 10(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 Developer's 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 10(h) shall not affect or reduce the obligations of the Bills or the Developer under Section 3.

(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 the non-assigning Parties; provided, however, that ECSC may assign this Agreement upon two (2) business days' prior notice to the Developer, 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 New Stadium Lease.

(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 Developer, ECSC and the County 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. This Agreement is solely for the benefit of the Parties, and their successors and permitted assigns, and no provisions of this Agreement shall be deemed to confer upon any other Person, any remedy, claim, liability, reimbursement, cause of action or other right.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties have executed this Community Benefits Agreement as of the date first written above.

THE COUNTY OF ERIE,
a New York municipal corporation

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

Approved as to Form:

Jeremy Toth,
County Attorney

Approved as to Content:

Lisa Chimera,
Deputy County Executive

[Signatures Continue on Following Page]

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

On the ____ day of _____, 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.

Notary Public

ERIE COUNTY STADIUM CORPORATION,
a New York business corporation

By: _____
Name: Steven Ranalli
Title: President

[Signatures Continue On Following Page]

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

On the ____ day of _____, 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

BUFFALO BILLS, LLC,
a Delaware limited liability company

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

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

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

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

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

Notary Public

SCHEDULE 10(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) 374-3500
Email: Franklin.Jones@gtlaw.com

To ECSC and 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

Sidley Austin LLP
1001 Brickell Bay Drive
Miami, Florida 33131
Attention: Irwin Rajj
Telephone: (212) 839 5972
Email: irajj@sidley.com

To the Developer:

c/o Buffalo Bills, LLC
One Bills Drive
Orchard Park, NY 14127
Attention: Ron Raccuia
Telephone: 716-648-1800
Email: Ron.Raccuia@bills.nfl.net

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

Buffalo Bills, LLC
One Bills Drive
Orchard Park, NY 14127
Attention: General Counsel
Telephone: 716-312-8607
Email: Kathryn.D'Angelo@bills.nfl.net

And:

Loeb & Loeb LLC
10100 Santa Monica Blvd., Suite 2200
Los Angeles, CA 90067
Attention: Scott Zolke
Telephone: (310) 282-2299
Email: SZolke@loeb.com