

Stadium Authority Financing, which documents shall comply with the provisions of Section 7.1, hereof.

(e) The Stadium Authority and Stadco shall have approved, each in its sole discretion, the final form of Funding Agreement pursuant to Section 6.4 hereof.

(f) No condition, event or act exists which would constitute a Stadco Event of Default or which, upon the giving of notice or the passage of time, or both, would constitute a Stadco Event of Default.

(g) No existing, pending or threatened litigation, suit, Action or Proceeding before any court or administrative agency exists affecting the Stadium Authority or Stadco that would, if adversely determined, adversely affect the Stadium Authority Financing.

Section 7.3. No Right to Obligate Other Party. No Party to this Agreement shall have the right to obligate the other party to satisfy, or be obligated to satisfy, the debt of the other Party without the express written consent of the Party obligated to satisfy such debt.

Section 7.4. Takeout Financing. Subject to the provisions of Section 8.5 below, the Stadium Authority, in consultation with Stadco, shall make good faith efforts to enter into the Takeout Financing consistent with the Final Financing Plan prior to the maturity date of the Stadium Authority Financing (the "Maturity Date"). The terms of the Takeout Financing shall be subject to the reasonable approval of Stadco, and shall be structured with the goal of achieving an investment grade credit rating. No lender or bondholder under any Takeout Financing shall have any recourse to the City or the Agency general funds or operating revenues or to the City enterprise funds, and any recourse shall be solely against the Stadium Authority and/or any Stadium Authority Source pledged to secure such financing. Consistent with the Rent Schedule adopted as part of the Final Financing Plan, and incorporated into the Stadium Lease as of the Close of Escrow, the Facility Rent under the Stadium Lease shall be determined or adjusted so as to provide to the Stadium Authority, together with other amounts payable by Stadco under the Stadium Lease and other revenues of the Stadium Authority, funds required to pay the rent payable by the Stadium Authority under the Ground Lease, the Stadium Authority's operating and maintenance expenses of the Stadium and debt service on any Takeout Financing.

ARTICLE 8.
STADCO ADVANCES

Section 8.1. Prior Agreements.

(a) **Cooperation Agreement.** Prior to the date of this Agreement, the Stadium Authority and the Agency entered into the Cooperation Agreement. Pursuant to Section 3.2 of the Cooperation Agreement, the Agency agreed to contribute a total of Forty Million Dollars (\$40,000,000) (exclusive of debt service and other financing costs) toward Development Costs. In addition, the Agency agreed pursuant to Section 3.1 of the Cooperation Agreement to pay to the City, on behalf of the Stadium Authority one-half (1/2) of the Development Fees in the amount of One Million Six Hundred Thousand Dollars (\$1,600,000). Under the Predevelopment

Funding Agreement, the Stadium Authority acknowledges receipt of such development fee funds from the Agency. Pursuant to Section 3.2(b) of the Cooperation Agreement, the Agency has contributed Four Million Dollars (\$4,000,000) of available funds to the Stadium Authority and has already funded Three Million Fifty-Three Thousand Three Hundred Eighty Dollars (\$3,053,380) in Pre-DDA Costs, totaling Seven Million Fifty-Three Thousand Three Hundred Eighty Dollars (\$7,053,380) in advanced funds. As of the date hereof, the Agency holds another approximately Two Million Six Hundred Ninety Seven Thousand Dollars (\$2,697,000) of proceeds from the Agency's 2011 Tax Allocation Bonds issuance which also constitute available funds under Section 3.2(a) of the Cooperation Agreement that the Parties expect will be contributed to the Stadium Authority to pay for Development Costs pursuant to the Final Financing Plan and the Funding Agreement together with the Four Million Dollars (\$4,000,000) previously contributed will bring the total Agency contribution to approximately Nine Million Seven Hundred Fifty Thousand Three Hundred Eighty Dollars (\$9,750,380) (collectively, the "Agency Upfront Contribution").

(b) Predevelopment Funding Agreement. Pursuant to the Predevelopment Funding Agreement, the Stadium Authority has advanced the Initial Make-Ready Work Funds to Stadco in the amount of Four Million Dollars (\$4,000,000) to fund preliminary design and construction for the Make-Ready Work after payment of certain Stadium Authority costs.

Section 8.2. Stadco Agency Advance. To assist the Stadium Authority in funding the construction costs of the Project, Stadco may advance to the Stadium Authority an amount up to approximately Thirty Thousand Two Hundred Forty-Nine Thousand Six Hundred Twenty Dollars (\$30,249,620), the approximate difference between the maximum Agency investment of Forty Million Dollars (\$40,000,000) and the Agency Upfront Contribution (the "Stadco Agency Advance"). The outstanding principal balance of the Stadco Agency Advance will accrue interest at the Advance Interest Rate. The amount and timing of the Stadco Agency Advance shall be specified in the Final Financing Plan. The Stadco Agency Advance, including interest at the Advance Interest Rate, will be repayable by the Stadium Authority solely from Net Tax Increment received by the Stadium Authority from the Agency pursuant to the Cooperation Agreement and the Predevelopment Funding Agreement. Upon the expiration of the Agency's ability to collect Tax Increment from the Redevelopment Project Area, any principal or interest amount of the Stadco Agency Advance still outstanding shall no longer be a debt of the Stadium Authority or the Agency.

Section 8.3. Stadco CFD Advance. In accordance with the Final Financing Plan, Stadco may advance to the CFD the difference between the maximum CFD contribution to Development Costs of Thirty Five Million Dollars (\$35,000,000) and the total proceeds of any CFD Bonds that have then been issued (the "Stadco CFD Advance"). The outstanding principal balance of the Stadco CFD Advance will accrue interest at the Advance Interest Rate. As part of the Final Financing Plan, the Parties shall determine the timing for the issuance of the CFD Bonds. The Stadco CFD Advance shall be evidenced by Advance Documentation, entered into by and between the CFD and Stadco. The Stadco CFD Advance, including interest incurred at the Advance Interest Rate, will be repayable only from the net proceeds of CFD Bonds and from CFD Tax (as reduced by CFD administrative expenses permitted in accordance with the CFD

formation documents), and only to the extent such revenues exceed debt service and reserves, if required, on and for any outstanding CFD Bonds.

Section 8.4. Stadco Subordinated Loan Commitment. As generally described in the Summary of Stadco Loan included as part of the Preliminary Financing Plan, and as will be further described in accordance with the Financing Plan, it is expected that Stadco will make, subject to conditions, a Subordinated Loan to the Stadium Authority, in a form reasonably approved by the Stadium Authority. Prior to the Close of Escrow, the Stadium Authority and Stadco shall agree on the form of the Subordinated Loan Documents. Stadco acknowledges that Stadco's right to receive payments under the Subordinated Loan Documents will be subordinated to the rights of the lenders providing funds to the Stadium Authority through the various Stadium Authority Financings and as such Stadco agrees to execute any and all subordination agreements reasonably requested by the Stadium Authority's lenders to evidence such subordination.

Section 8.5. Stadco's Purchase Commitment. The Preliminary Financing Plan contemplates that Stadco would, under certain circumstances, be required to purchase on the Maturity Date of the Stadium Authority Financing all or a portion of the Stadium Authority Financing then outstanding on terms and under conditions to be agreed upon among Stadco, the Stadium Authority, and the lenders (the "Stadco Purchase Commitment"). The Stadium Authority Financing Documents shall provide that if Stadco purchases all or a portion of the Stadium Authority Financing pursuant to the Stadco Purchase Commitment (the "Stadco Interim Loan"), the Stadium Authority's obligation to repay the principal of the Stadco Interim Loan will be forborne by Stadco until (a) the third anniversary of the Maturity Date, or (b) if earlier, the date on which the Stadco Interim Loan has been fully refinanced (either such date, as applicable, the "Deferred Maturity Date"). During the period that begins on the Maturity Date and ends on the Deferred Maturity Date, (x) interest on such Stadco Interim Loan will be payable by the Stadium Authority, and (y) as of the Maturity Date, an interim Facility Rent shall be determined, and shall be payable under the Stadium Lease, so as to provide to the Stadium Authority, together with other amounts payable by Stadco under the Stadium Lease and other revenues of the Stadium Authority, funds required to pay the rent payable by the Stadium Authority under the Ground Lease, the Stadium Authority's operating and maintenance expenses of the Stadium and debt service on the Stadco Interim Loan as well as any outstanding Stadco Authority Financing or Takeout Financing.

Section 8.6. Stadco's Encumbrance of Stadium Lease. Stadco may place Security Financing Interests on Stadco's leasehold interest in the Premises, and its interest in this Agreement and other Project-related documents entered into in connection with this Agreement. Such permitted security instruments and related interests may not encumber the City's fee interest or the Stadium Authority's leasehold interest in the Stadium Site and no Stadium Authority revenues, City or Agency general funds or assets or operating revenues or City enterprise funds may be encumbered thereby. Any financing secured by Stadco's leasehold interest obtained by Stadco shall be obtained from one or more lenders and shall be used prior to Completion to fund the Subordinated Loan, Tenant Improvements Costs, the Stadco Agency

Advance, the Stadco CFD Advance and other costs connected with the Project. Not later than the date set forth in the Schedule of Performance, Stadco shall submit to the Stadium Authority for review and approval the final form of loan documents for each loan in which Stadco is a party and that is secured by Stadco's leasehold interest and is consistent with the Final Financing Plan. The Stadium Authority's review and approval of the loan documents described in the immediately foregoing sentence shall be limited to a determination, in the exercise of the Stadium Authority's reasonable judgment, that the loan documents are consistent with the provisions of this Agreement, Final Financing Plan, the Funding Agreement and the previously approved loan commitment(s). The recourse of any lender of any construction or permanent financing obtained by Stadco shall be limited such that no City, Agency or Stadium Authority funds, assets, or operating revenues or City enterprise funds will be used as collateral. For other sources of Stadco funds described in the Final Financing Plan that are not loans, Stadco shall provide to the Stadium Authority for its review and approval, evidence, reasonably satisfactory to the Stadium Authority, that such funds shall be available as of the Close of Escrow to pay Development Costs. The Stadium Authority's review and approval of the evidence of funding shall be limited to a determination, in the exercise of the Stadium Authority's reasonable judgment, that the evidence of funding is consistent with the provisions of this Agreement, Final Financing Plan, and the Funding Agreement

ARTICLE 9.
NAMING RIGHTS AND SBLs

Section 9.1. Naming Rights. Stadium Naming Rights matters, including, without limitation, marketing thereof and the requirements of the Stadium Naming Rights Agreement are governed by the terms of the Naming Rights Marketing Agreement. All Stadium Naming Rights Revenue derived from the sale of Naming Rights shall be the property of the Stadium Authority. Stadco's costs incurred on behalf of the Stadium Authority in connection with marketing the Naming Rights, as set forth in the budget approved by the Executive Director pursuant to the terms of the Stadium Naming Rights Agreement, shall be included in the Final Development Budget and shall be reimbursed from the Development Fund in accordance with the Final Financing Plan and the Funding Agreement.

Section 9.2. Stadium Builders Licenses. As owner of the Stadium, the Stadium Authority possesses the sole and exclusive right to sell, license, or otherwise transfer SBLs and similar instruments and rights with respect to any and all seats located in the Stadium. Prior to the date of this Agreement, the Stadium Authority and Legends entered into that certain Agreement for Stadium Builders License Sales and Related Services dated as of July 5, 2011, pursuant to which the Legends was engaged as the Stadium Authority's sole contractor for the marketing and sales of SBLs and related services. Proceeds from the sale of SBLs shall be collected solely for the account and benefit of the Stadium Authority. Such proceeds shall not be collected for the benefit of the Stadco, nor shall they be treated for any purpose as such, nor shall they be used to defray or otherwise satisfy any obligation of the Stadco with respect to the financing of the Stadium. Each SBL shall provide that the recourse of the holder of the SBL in the event of a failure to complete construction of the Stadium shall be limited to the termination of the SBL and the refund of any funds advanced by the holder of the SBL.