

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.