

Section 31(c) (p. 9):

(c) The City understands and acknowledges that the NFL, as part of its business, assesses potential NFL markets and otherwise generally engages in activities relating to team location, relocation and stadium construction and renovation on behalf of itself and its member clubs. The City further acknowledges that the NFL is currently assessing the Los Angeles, California market with the intent of relocating an existing but, as of the date hereof, undesignated NFL franchise to, or establishing a de novo expansion franchise in, that market. The City hereby agrees that the NFL shall not be liable to the City with respect to any such activities. Accordingly, the City hereby waives and shall not assert any claim (based on any theory of liability whatsoever, whether in tort or contract, by statutory liability or common law) against the NFL (including its member clubs other than the Chargers, any entity affiliated with the NFL, and any officer, director, shareholder, partner, owner, or employee of any of the foregoing) seeking legal or equitable relief as a result of any dealings of the NFL with the Chargers. The City also acknowledges and agrees that the NFL (including its member clubs other than the Chargers) is a third party beneficiary entitled to directly assert the protections and waivers afforded in this Section 31(c); the absolute waiver of such claims is not limited in any manner by the failure to enumerate herein any claim or theory of liability. Further, if the City, notwithstanding the foregoing waiver, seeks any legal or equitable relief against the NFL (including its member clubs other than the Chargers) based on or relating in any way to the dealings of the NFL (including its member clubs other than the Chargers) with the Chargers, agrees that such matter shall be subject to arbitration at the election of the NFL (including its member clubs other than the Chargers). Nothing in this paragraph shall be construed to limit in any way the Chargers' liability for dealing with the NFL (including its member clubs other than the Chargers) in breach of Section 31(a) of this Agreement.

Section 31(d) (p. 9-10):

(d) On or after January 1, 2007, the Chargers shall have the right to negotiate and enter into an agreement with any third party for the Chargers' use of a stadium or facility not in the City for any Regular Football Season or portion thereof after the end of the 2008 Regular Football Season. In connection therewith, the Chargers and the City

acknowledge and agree that negotiation or execution of an agreement by the Chargers on or after January 1, 2007, with respect to the relocation of the Franchise after the end of the 2008 Regular Football Season to any stadium or facility not in the City, shall not be a breach of this Agreement. The City hereby waives the right to assert against the Chargers or any such third party any claim for damage or liability (based on any theory of liability whatsoever, whether in tort or contract, by statutory liability or common law) or to seek injunctive relief, with respect to any such negotiations that occur, or agreement that is executed, between the Chargers and any third party on or after January 1, 2007; the absolute waiver of such claims is not limited in any manner by the failure to enumerate herein any claim or theory of liability. Further, even if negotiations leading up to a third party agreement commence prior to January 1, 2007, the City shall not be entitled to enjoin or prohibit the Chargers from relocating the Franchise after the end of the 2008 Regular Football Season. However, if the Chargers breach the covenant set forth in this Section 31(d), then the provisions of Section 31(a) (except (C) thereof) and 31(b) shall apply to such breach.

(b) Right of Termination. The Chargers shall have the right to terminate this Agreement following the conclusion of the 2008 Regular Football Season as set forth in this Section 4(b). In any calendar year beginning in 2009 and thereafter through the term of this Agreement, the Chargers may terminate this Agreement by providing written notice ("Early Termination Notice") to the City no earlier than February 1 and no later than May 1 of the calendar year in which the Chargers seek to terminate this Agreement. Any Early Termination Notice received by the City either before February 1 or after May 1 shall not be effective. If the Chargers provide a timely Early Termination Notice to the City as set forth in this Section 4(b), then the Chargers shall peaceably surrender to the City any premises occupied by it (and/or its affiliates) pursuant and subject to the terms of this Agreement or any Ancillary Agreement, no later than July 31 of the calendar year in which the Early Termination Notice is provided to the City, and this Agreement and all Ancillary Agreements shall terminate as of such date. Concurrent with the delivery of an Early Termination Notice, the Chargers shall tender to the City in cash or other immediately available funds the applicable Termination Fee (as defined in Section 4(c) below), in addition to any other consideration due the City pursuant to this Agreement or any Ancillary Agreement, without deduction, offset or credit of any kind. Any Early Termination Notice delivered without concurrent tender of the applicable Termination Fee, whether or not otherwise timely pursuant to this Section 4(b) shall be ineffective, null and void. The Chargers' right to terminate this Agreement as provided in this Section 4(b) shall be unconditional, and shall not be invalidated, nullified, suspended, delayed or enjoined for any reason including, but not limited to, an actual or alleged breach of any provision of this Agreement by the Chargers (other than the Chargers' obligation to pay the Termination Fee as set forth in Section 4(c), below).