

CHARGERS FOOTBALL COMPANY, LLC
4020 MURPHY CANYON ROAD
SAN DIEGO, CALIFORNIA 92123

January __, 2003

VIA COURIER AND TELECOPY

City Manager
City of San Diego
202 C Street (Room 9A)
San Diego, California 92101
Attention: Mr. Bruce Herring
Deputy City Manager

City Attorney
City of San Diego
1200 Third Avenue, Suite 1620
San Diego, California 92101-4199
Attention: Leslie J. Girard, Esq.
Assistant City Attorney

Re: 1995 Agreement for Partial Use and Occupancy of San Diego Jack Murphy Stadium, dated May 30, 1995 (as amended, the "Agreement"), between the City of San Diego (the "City") and the San Diego Chargers (the "Chargers")

Dear Gentlemen:

As of the date hereof, the Chargers and the City have entered into Supplement Number Two to the 1995 Agreement for Partial Use and Occupancy of San Diego Jack Murphy Stadium (the "Supplement Number Two"). All capitalized terms used and not otherwise defined herein shall have the meanings ascribed thereto in the Agreement. Pursuant to the Supplement Number Two, the City and the Chargers have agreed to change the sixty day period within which the Chargers can deliver a Renegotiation Notice to the City following a Trigger Event on December 1, 2002.

The City and the Chargers acknowledge that one or more parties may attempt to invalidate the Supplement Number Two by litigation, referendum or other means. If for any reason whatsoever (including, without limitation, a determination by a court of competent jurisdiction either by final judgment not subject to appeal or pursuant to interim order that is not stayed), the Supplement Number Two is invalidated or is found to be void or becomes unenforceable (any such event being referred to herein as a "Condition Subsequent"), then, and only under such circumstance, as of the date of such Condition Subsequent: (i) this letter shall serve as the Chargers' Renegotiation Notice pursuant to Section 31(b)(i) of the Agreement and shall be deemed delivered to the City by the Chargers as of January 29, 2003, and (ii) the ninety (90) day negotiation period referenced in Section 31(b)(ii) of the Agreement shall commence as of the date of such Condition Subsequent and shall continue for a period equal to ninety (90) days thereafter less the number days, if any, that have actually elapsed (as of the date of the Condition Subsequent) in a negotiation period commenced pursuant to the Agreement as modified by the

San Diego City Manager
San Diego City Attorney
January __, 2003
Page 2

Supplement Number Two. Notwithstanding the foregoing, in the event that the Condition Subsequent occurs after April 30, 2003, and the Chargers have not theretofore delivered a Renegotiation Notice to the City in accordance with the Agreement as modified by Supplement Number Two, then there shall be no deemed delivery of the Renegotiation Notice pursuant to the preceding sentence. In all other respects, the rights and obligations of the Chargers and the City shall remain unchanged.

The City and the Chargers further acknowledge and agree that until such time that a Condition Subsequent occurs, if ever, this letter shall be of no force or effect.

Very truly yours,

CHARGERS FOOTBALL COMPANY, LLC

By: _____
Dean A. Spanos
President

ACKNOWLEDGED AND AGREED TO AS
OF THE DATE FIRST WRITTEN ABOVE

THE CITY OF SAN DIEGO

By: _____
Michael Uberuaga
City Manager

I HEREBY APPROVE the form and legality of the foregoing letter
this __ day of January, 2003.

CASEY GWINN, City Attorney

By: _____
Leslie J. Girard
Assistant City Attorney

ATTACHMENT 4