

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

THIS SETTLEMENT AGREEMENT AND MUTUAL RELEASE ("Agreement") is entered into and made effective as of February 12, 2001 (the "Effective Date"), by and among Beverly Walker ("Beverly Walker"), Noel Neudeck, Peter Moseley, the legal representative of Kip Hayes and Robert Hann, by and through his guardian ad litem, Jeb Hann, (collectively "Plaintiffs"), and the City of San Diego ("City"), Chargers Football Company ("Chargers"), Padres L. P. ("Padres") and Ace Parking (collectively "Defendants").

RECITALS

WHEREAS, Plaintiffs have initiated legal proceedings against Defendants, currently pending as *Beverly Walker, et al. v. City of San Diego, et al.*, United States District Court for the Southern District of California, Case No. 97-1547 BTM (LSP) (the "Lawsuit");

WHEREAS, in the Lawsuit, Plaintiffs allege various causes of action against Defendants, including claims for physical injuries resulting from alleged violations of the Americans with Disabilities Act (the "ADA"), violations of the Standards for Accessible Design, 28 Code of Federal Regulations, Part 36, Appendix "A" (the "Standards"), violations of the Rehabilitation Act of 1973, violations of Title 24 of the California Code of Regulations ("Title 24"), and violations of California Civil Code sections 54.3 and 54.4 (the "California Disabled Persons Act") at that certain stadium located at 9449 Friars Road in San Diego, California and commonly known, as of the Effective Date, as "Qualcomm Stadium" (which stadium, together with the appurtenant improvements located adjacent thereto, is hereinafter referred to as the "Stadium");

WHEREAS, Plaintiffs seek declaratory and injunctive relief pertaining to the facilities, services and programs at the Stadium and monetary compensation for each of the Plaintiffs;

WHEREAS, Plaintiffs allege that City has an obligation under Title II of ADA to provide, among other things, program access with respect to existing City-owned facilities and to comply with the requirements of ADA with respect to new construction and alterations of public facilities, effective communications and policy relating to access;

WHEREAS, Plaintiffs allege that Ace Parking, Chargers, and Padres, as operators of places of public accommodation, have an obligation under Title III of ADA to comply with ADA with respect to new construction and alterations of places of public accommodations and to engage in the removal of readily achievable architectural barriers in public facilities on an on-going basis;

WHEREAS, City is the owner, designer and operator of the Stadium and the Chargers and Padres are private entities that have obtained certain rights to occupy the Stadium from the City for the purpose of holding sporting events at the Stadium (which rights, include, among other things, the right to approve certain modifications to the Stadium);

WHEREAS, Plaintiffs allege that Defendants have an obligation to comply with the access provisions under ADA and California law pertaining to persons who have a physical or mental impairment that substantially limits one or more of the major life activities of such individuals, a record of such an impairment or being regarded as having such an impairment (hereinafter, "Persons With Disabilities") and to persons associated with or accompanying Persons With Disabilities; and

WHEREAS, the parties believe their mutual interests will be best served if any and all disputes among them, including the Lawsuit, are resolved without further litigation;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. PHYSICAL CHANGES TO QUALCOMM STADIUM

Except as otherwise provided in this Agreement or unless otherwise agreed to by the parties, City will correct the conditions noted in the Architectural Survey Report (the "Survey") attached hereto as Exhibit 1 to comply with ADA and Title 24, within (i) the time periods set forth herein or (ii) if no such time periods are specified, on or before April 1, 2002. Additionally, City will take the following actions at the Stadium:

(a) Transfer Seats. In the time periods set forth on Exhibit A attached hereto, City shall install or modify existing seating to provide at least 242 aisle-side armless or arm removable seats that comply with the Standards (such seats are hereinafter referred to as "Transfer Seats") and at least 100 companion seats which will be located adjacent to the designated Transfer Seats in the locations as set forth in Exhibit "A" and Schedules "A-1" and "A-2" attached hereto. Each of such designated Transfer Seats together with its companion seat is hereinafter referred to as a "Transfer Seating Pair."

(b) Semi-Ambulatory Seats. In the time periods set forth on Exhibit B attached hereto, City shall install or modify existing seating to provide at least 318 semi-ambulatory seats that comply with Title 24 (and have at least 24 inches of clear leg space between the front of the seat to the nearest obstruction or to the back of the seat immediately in front) (such seats are hereinafter referred to as "Semi-Ambulatory Seats") and at least 100

companion seats which will be located adjacent to the designated Semi-Ambulatory Seats in the locations as set forth in Exhibit "B" and Schedules "B-1, "B-2" and "B-3" attached hereto. Each of such designated Semi-Ambulatory Seats together with its companion seat is hereinafter referred to as a "Semi-Ambulatory Seating Pair."

(c) Wheelchair Seating. In the time periods set forth on Exhibit C attached hereto, City shall install wheelchair and companion seating pairs that comply with Title 24 and the Standards in the locations as set forth in Exhibit "C" attached hereto. Each such compliant wheelchair seat together with its companion seat is hereinafter referred to as a "Wheelchair Seating Pair."

(d) Testing Procedures. City, at its sole cost and expense, shall implement the testing procedures as set forth in Exhibit "D" attached hereto.

(e) Restrooms. In the time periods set forth on Exhibit E attached hereto, City shall modify the restrooms as set forth in Exhibit "E" attached hereto.

(f) Concession Stands. In the time periods set forth on Exhibit F attached hereto, City shall modify the concession stands as set forth in Exhibit "F" attached hereto.

(g) Paths of Travel. In the time periods set forth on Exhibit G attached hereto, City shall modify the paths of travel as set forth in Exhibit "G" attached hereto.

(h) Disabled Parking. In the time periods set forth on Exhibit H attached hereto, City shall provide disabled parking as set forth in Exhibit "H" attached hereto.

(i) Signage. In the time periods set forth on Exhibit I attached hereto, City shall install or modify signage inside and outside the Stadium as set forth in Exhibit "I" attached hereto.

(j) Seating Charts. In the time periods set forth on Exhibit J attached hereto, City shall install or modify seating charts at service/information counters as set forth in Exhibit "J" attached hereto.

(k) Ticket Sales Areas. In the time periods set forth on Exhibit K attached hereto, City shall modify the ticket sales areas as set forth in Exhibit "K" attached hereto.

(l) Gift Shop. In the time periods set forth on Exhibit L attached hereto, City shall modify the gift shop as set forth in Exhibit "L" attached hereto.

(m) Skyboxes. In the time periods set forth on Exhibit M attached hereto, City shall modify the suites and skyboxes at the Stadium (the "Skyboxes") as set forth in Exhibit "M" attached hereto.

(n) First Aid Station. In the time periods set forth on Exhibit N attached hereto, City shall modify the First Aid Station as set forth in Exhibit "N" attached hereto.

2. ALTERATIONS, ADDITIONS, AND NEW CONSTRUCTION

Except as otherwise expressly provided herein, City covenants that any alterations, additions or new construction (as defined in the Standards) at the Stadium, which are made during the "Term" (as hereinafter defined) or made following the Term based on plans or specifications prepared during the Term (hereinafter collectively referred to as "Modifications") shall comply with ADA, the regulations enacted thereunder, and Title 24, whichever provides greater accessibility. If Modifications are made to the seating at the Stadium, City shall install in the area of such Modifications the number of wheelchair, transfer and semi-ambulatory seats which are required by ADA and Title 24 in connection with such Modifications. Any failure to comply with ADA, the Standards and Title 24 in connection with any Modifications shall be deemed to be a violation of this Agreement, and the Court shall retain jurisdiction indefinitely to enforce the provisions of this Section 2. As used herein, "Contract Modifications" shall mean all Modifications required to be made pursuant to the terms of this Agreement.

3. NOTIFICATION AND INSPECTION OF MODIFICATIONS, ALTERNATIVE DESIGNS AND/OR POLICIES

(a) Notification and Inspection of Modifications and/or Policies. Unless otherwise waived by Plaintiffs in writing, City shall provide "Plaintiffs' Representative" (as hereinafter defined) written notice (a "Modification Notice") of any Modification (i) as soon as reasonably practicable and in no event less than thirty (30) days in advance of the commencement of construction of such Modification with respect to any Contract Modification or any other proposed Modification to the extent that the contract for the construction of such Modification is subject to competitive bidding requirements pursuant to the laws of the City and (ii) as soon as reasonably practicable, with respect to any other Modification. Such Modification Notice shall include a copy of any plans or specifications for the proposed Modification, or if no plans or specifications exist, a written description of the proposed Modification. Upon at least one (1) business day's prior notice to City (or within 24 hours of receipt of a Modification Notice from City which indicates that work shall commence in less than one Business Day), Plaintiffs' Representative or its designee (as well as any consultants retained thereby) shall have the opportunity to inspect all such Modifications during and after construction and/or to observe policies, practices and procedures of any Event Sponsor arising out of this Agreement; provided, however, with respect to any such inspections conducted during any period commencing two (2) hours prior to and ending two (2) hours following any Stadium event, Defendants shall have the right to have an authorized representative accompany Plaintiffs' Representative or its designee. In the event that Plaintiffs' Representative fails to respond in writing to any Modification Notice within fourteen (14) days following its receipt thereof (which response may include a reasonable request for a reasonable period of additional time to review such Modification Notice), then Plaintiffs shall be estopped from objecting to such Modifications unless they are not constructed substantially in accordance with the description set forth in the

Modification Notice or in accordance with requirements of this Agreement. The provisions of this Section 3 are not intended to grant to the Plaintiffs any approval rights with respect to the design or construction of any Modifications; rather such provisions are intended to give the Plaintiffs a mechanism pursuant to which they can monitor City's compliance with the terms of this Agreement. Notwithstanding anything to the contrary herein, in the event that there is any delay in the planning or construction of any Contract Modification caused by Plaintiffs' Representative's delay in the review of the materials included in the Modification Notice or in the inspection of the construction of such Contract Modification, then any time periods prescribed herein for the completion of such Contract Modification shall be extended by a period equal in time to the duration of such delay.

(b) Alternative Designs. The parties hereto acknowledge that as of the Effective Date the plans and specifications for many of the Contract Modifications have not been developed. In the event that in the course of the development of such plans and specifications City believes that an alternative design for any Contract Modification would provide a bona fide benefit (e.g., the alternate design is less expensive or less intrusive on other Stadium design elements) and would accomplish substantially the same result as the original Contract Modification contemplated hereunder, then City shall deliver a Modification Notice with respect to such alternate design to Plaintiffs' Representative for its approval, which approval shall not be unreasonably withheld or delayed, provided that City can demonstrate to Plaintiffs' Representative's reasonable satisfaction that such proposed alteration provide a bona fide benefit and would accomplish substantially the same result as the original Contract Modification contemplated hereunder.

(c) Chargers & Padres Approval of Modifications. Notwithstanding anything to the contrary herein, nothing in this Agreement shall relieve City from any obligation it may have under any other agreement to obtain the approval of the Chargers or the Padres with respect to any Modification (including, without limitation, the Contract Modifications). The Chargers and Padres acknowledge and agree that in exercising such approval rights they shall not prevent City from complying with its obligations hereunder.

4. ADA COORDINATOR AT THE STADIUM

Throughout the Term, City shall perform its obligations as set forth in Exhibit "O" attached hereto.

5. TRAINING OF EMPLOYEES

Defendants will provide training to their employees as set forth in Exhibit "P" attached hereto.

6. **BEVERAGE EXEMPTION POLICY**

Defendants will implement a beverage exemption policy as set forth in Exhibit "Q" attached hereto.

7. **SERVICE ANIMALS**

Defendants will implement a Service Animal policy as set forth in Exhibit "R" attached hereto.

8. **ASSISTIVE LISTENING AND TTY DEVICES**

City will make available assistive listening devices and shall provide TTY devices as set forth in Exhibit "S" attached hereto.

9. **ADDITIONAL PROGRAMS, SERVICES, POLICIES AND PRACTICES**

Defendants will provide additional programs and services, and adhere to the policies and practices as set forth in Exhibit "T" attached hereto.

10. **NO ADMISSION OF LIABILITY**

The parties agree that this Agreement does not constitute an admission of liability or of any violation by Defendants of any federal or state statute, ordinance or administrative regulation.

11. **MONETARY COMPENSATION**

On or before the tenth (10th) Business Day following the Effective Date, City will deliver to Plaintiffs' Representative a bank check that is immediately payable to Beverly Walker for alleged physical injuries in the sum of one hundred fifty thousand dollars (\$150,000). In addition, within twenty one (21) days following the Effective Date, City will deliver to Plaintiffs' Representative bank checks that are immediately payable to: (a) Noel Neudeck in the sum of twenty thousand dollars (\$20,000); (b) the Special Needs Trust of Peter Mosely or as otherwise directed by the Court in the sum of twenty thousand dollars (\$20,000); (c) the legal representative of Kip Hayes in the sum of seven thousand five hundred dollars (\$7,500); and (d) Robert Hann, a minor, by and through his guardian ad litem, or as otherwise directed by the Court in the sum of twenty-five thousand dollars (\$25,000) for alleged physical injuries following approval of the compromise of his claims and/or a Special Needs Trust pursuant to

Civil Rule 17.1 of the Local Rules of the United States District Court, Southern Division. City shall provide Beverly Walker (at no charge) with two (2) Chargers and two (2) Padres season tickets for five (5) seasons (but only to the extent that such seasons are played at the Stadium) beginning with the Chargers' and Padres' 2001 seasons. Prior to the Contract Modification Completion Date, (i) for all events other than Padres home games played at the Stadium, Beverly Walker shall have the one-time right to select such tickets from the pool of new disabled seating which become available pursuant to the terms of this Agreement prior to the time that such seating is made available for purchase by the general public and (ii) for all Padres home games played at the Stadium, Beverly Walker shall receive season tickets for seats 1 and 2 located at Field Level section 36, row 23. Following the Contract Modification Completion Date, Beverly Walker shall have the one-time right to re-select such Chargers and Padres tickets from the pool of new disabled seating which become available pursuant to the terms of this Agreement prior to the time that such seating is made available for purchase by the general public. In addition to the foregoing, (i) in the 2001 Padres season, the Padres shall provide Beverly Walker with two (2) additional dugout tickets behind home plate for one Padres home game to be mutually agreed upon by the Padres and Beverly Walker and (ii) in the 2002 Padres season, the Padres shall use their best efforts to provide Beverly Walker with two (2) additional dugout tickets behind home plate for one Padres home game to be mutually agreed upon by the Padres and Beverly Walker. Each of the Plaintiffs shall be given the one-time right to purchase one pair of Chargers and Padres season tickets from the pool of new disabled seating which becomes available pursuant to the terms of this Agreement prior to the time that such seating is made available for purchase by the general public.

12. **ATTORNEYS' FEES**

On or before the tenth (10th) Business Day following the Effective Date, City shall reimburse Plaintiffs for the fees, charges and disbursement of their experts, consultants and attorneys as well as other costs in accordance with Exhibit "U" attached hereto. This amount shall be in complete satisfaction of any and all claims for reimbursement for such items incurred by or on behalf of Plaintiffs in connection with the Lawsuit through the final disposition and termination of this Agreement, except as otherwise provided in Sections 13 and 14 hereof.

13. **STANDING; REMEDIES; RETENTION OF JURISDICTION**

The parties hereto expressly agree that only the Plaintiffs' Representative and Defendants' Representative shall have, and do have, standing to enforce any and all terms of this Agreement. The remedies available to the parties hereto for any and all violations of this Agreement shall include, but are not limited to, sanctions, damages, injunctive and declaratory relief and/or any other order the court deems appropriate. The parties hereto specifically agree that this Agreement is contingent upon the Federal District Court for the Southern District of California (the "Court") retaining jurisdiction over the subject matter of this Agreement subject to the terms of this Section 13. The Court will retain jurisdiction over the subject matter hereof to resolve any disputes arising from this Agreement or involving the interpretation, application or

enforcement of this Agreement. The Court shall also retain jurisdiction for the approval of this settlement with respect to the claims of Peter Moseley and/or Robert Hann. The parties hereto specifically consent to Magistrate Jurisdiction for determination of any motion for approval of the Settlement Agreement and/or of a Special Needs Trust and/or for disbursement of funds to said Trust, for approval of the compromise of the claims of Robert Hann, a minor, and/or for disbursement of funds, as may be required by Civil Rule 17.1 of the Local Rules of the United States District Court, Southern Division. The parties hereto agree that the Federal Magistrate Judge may exercise jurisdiction on behalf of the Court for all purposes of this Agreement and the parties hereto expressly consent to such jurisdiction. The expiration of the Term shall not affect the jurisdiction of the Court, as the Court shall retain jurisdiction to resolve any disputes arising during the Term or following the Term with respect to any provisions hereof which survive the expiration of the Term. In the event that the Court declines to exercise jurisdiction over any dispute among the parties hereto with respect to this Agreement, the parties hereto agree that the Superior Court for the County of San Diego will have concurrent jurisdiction and will be the proper venue for the resolution of any such dispute. In the event that the Court declines such jurisdiction, all other references herein to the "Court" shall mean said Superior Court. The parties hereto agree that the Court shall have the authority to impose sanctions, award damages or enter any other order it deems appropriate for any and all violations of this Agreement. In the event of any litigation or further proceedings between the parties hereto relating to this Agreement, the decision of the Court shall be final and non-appealable. In the discretion of the Court, the prevailing party in any such action may be entitled to recover reasonable attorneys' fees and costs incurred in connection therewith under the standards set forth in *Christiansburg Garment Co. v. Equal Employment Opportunity Commission*, 434 U.S. 412 (1978).

14. DISPUTE RESOLUTION

In the event of any dispute regarding this Agreement or any Modifications made, or to be made by the City pursuant to the terms hereof, the parties hereto agree to confer for the purpose of resolving, if possible, such dispute. If the parties hereto are unable to resolve such dispute, the matter may be referred to the Court as provided in and in accordance with the terms of Section 13 hereof.

15. TERM OF AGREEMENT

Except as otherwise provided in this Agreement, the term of this Agreement (the "Term") shall commence on the Effective Date and shall automatically terminate on the date which is the later to occur of: (i) April 1, 2006, or (ii) four years after the "Contract Modification Completion Date" (as hereinafter defined). Notwithstanding the foregoing, (a) the provisions of Paragraphs 2, 4 and 6 of Exhibit "T" attached hereto shall not terminate until the "Guaranty Expiration Date" (as hereinafter defined), (b) the provisions of Sections 2, 3, 13, 14 and 20 of this Agreement shall survive indefinitely and (c) if the obligation to install any of the additional Wheelchair Seating Pairs in the Club Section in accordance with Exhibit "C" attached hereto and/or any additional Transfer Seats in the Stadium in accordance with Exhibit "A" attached

hereto arises during the Term, then such obligation shall survive until the completion of the installation of such Additional Wheelchair Seating Pairs and such additional Transfer Seats:

16. **DISMISSAL**

Concurrently with the execution and delivery of this Agreement and the delivery of the checks described in Section 11 above, counsel for the Plaintiffs shall execute a Request for Dismissal (the "Dismissal") dismissing the Lawsuit with prejudice and without costs to either party (except as otherwise expressly provided by the terms hereof, which terms shall be incorporated into the terms of the Dismissal) and file the Dismissal with the Court within five (5) business days following the Effective Date. The Dismissal shall include a stipulation as to the continuing jurisdiction of the Court as provided in Section 13 hereof.

17. **MUTUAL RELEASES**

(a) As used herein, the term "Claims" shall mean any and all losses, demands, liabilities, indebtedness, obligations, injuries, fees, costs, expenses (including, without limitation, reasonable attorneys' fees, charges and disbursements), actions, causes of action, claims, counterclaims and cross claims, whether known or unknown, matured or unmatured, liquidated or unliquidated, fixed or contingent.

(b) Each of the Plaintiffs does hereby forever unconditionally release, relinquish and discharge the Defendants (other than the Chargers) and their past and present agents, attorneys, accountants, advisors, consultants, partners, principals, officers, directors, employees, shareholders and affiliates, if any, of and from any and all Claims which were or could have been asserted in connection with the Lawsuit or are in any way related to the Stadium or the subject matter of this Agreement, which any of the Plaintiffs have had, now have or may hereafter have, for or by reason of any fact, matter, agreement, commitment, cause, or thing up to and including the Effective Date. Each of the Plaintiffs does hereby forever unconditionally release, relinquish and discharge the Chargers and its past and present agents, attorneys, accountants, advisors, consultants, partners, principals, officers, directors, employees, shareholders and affiliates, if any, of and from any and all Claims which any of the Plaintiffs have had, now have or may hereafter have, for or by reason of any fact, matter, agreement, commitment, cause, or thing up to and including the Effective Date, including, without limitation, any Claim that was or could have been asserted in connection with the Lawsuit.

(c) Each of the Defendants does hereby forever unconditionally release, relinquish and discharge the Plaintiffs and their past and present agents, attorneys, accountants, advisors, consultants, partners, principals, officers, directors, employees, shareholders and affiliates, if any, of and from any and all Claims which any of the Defendants have had, now have or may hereafter have, for or by reason of any fact, matter, agreement, commitment, cause, or thing through and including the Effective Date, including, without limitation, any Claim that was or could have been asserted in connection with the Lawsuit.

(d) As to the releases set forth herein, each party hereto specifically waives the benefit of the provisions of Section 1542 of the Civil Code of the State of California, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

18. **REPRESENTATIONS AND WARRANTIES**

Each of the parties hereto represents and warrants to, and agrees with, the other parties, as follows:

(a) Such party has not sold, assigned, transferred, encumbered, hypothecated, pledged or otherwise granted any interest in, or suffered to occur any lien on or with respect to, any or all of such party's right, title or interest in and to all or any portion of the Claims held by such Party and released hereunder.

(b) Such party will not initiate nor commence any further suit or action against any other Party in connection with the matters released hereby other than in connection with the enforcement of this Agreement.

(c) Such party has read this Agreement, discussed the terms of this Agreement with its legal counsel (including, without limitation, the advisability of making the settlement provided for herein and the meaning of California Civil Code Section 1542) and fully understands the terms of this Agreement.

(d) Such party has made such investigation of the facts pertaining to this settlement and this Agreement, and of all the matters pertaining thereto, as it deems necessary for execution of the same.

(e) Such party has read this Agreement and understands the contents hereof and is fully authorized and empowered to execute this Agreement.

19. **CERTAIN DEFINITIONS**

As used herein the following terms shall be defined as follows:

"Additional Club Wheelchair Seating Pairs" shall mean any Wheelchair Seating Pairs added to the Club Seat section of the Stadium after the installation of the twenty-four (24) Initial Club Wheelchair Seating Pairs.

"Available For Sale" shall mean, as to any category of seats (including seats in the Club Section) for an event, the seats made available for sale to the general public and shall exclude (i) seats located in Skyboxes and (ii) seats designated for Persons With Disabilities in areas of the Stadium where the other seats in such areas are not available for sale to the general public.

"Chargers Occupancy Agreement" shall mean that certain 1995 Agreement For Partial Use and Occupancy of San Diego Jack Murphy Stadium, dated May 30, 1995, between the City and the Chargers, as may be amended or supplemented from time to time.

"Contract Modification Completion Date" shall mean: (a) if the Contract Modifications (other than the "Additional Wheelchair Seating Pairs" as defined in Exhibit "C" hereto and/or any additional Transfer Seats required to be installed pursuant to Exhibit "A" attached hereto) are accepted by the Plaintiffs, then the date such acceptance is evidenced in their written notice to the City (which notice shall not be unreasonably withheld or delayed); or (b) if such Contract Modifications are not accepted by the Plaintiffs but are determined by the Court to comply with the terms of this Agreement, then the date upon which the City delivered to the Plaintiffs written notice of the completion of such Contract Modifications; or (c) if such Contract Modifications are not accepted by Plaintiffs and are determined by the Court to not comply with the terms of this Agreement, then the date upon which the City brings such Contract Modifications into compliance as determined in accordance with the preceding clauses (a) and (b).

"Discount Expiration Date" shall mean the date which is twelve (12) months after the date which is the later to occur of (i) April 1, 2002 or (ii) the Contract Modification Completion Date.

"Event Sponsor" shall mean any person or entity (including City) that produces or promotes an event at the Stadium for which tickets are made Available for Sale to the general public, including, but not limited to, the Chargers, Padres, the San Diego State University football team ("SDSU Football Team"), the Holiday Bowl and any other sponsor, tenant, promoter, licensee, or occupant of the Stadium.

"Guaranty Expiration Date" shall mean the first day following the date of the second Chargers' home game (including pre-season games) played at the Stadium in 2007.

"Sell-Out" shall mean any event held at the Stadium for which seats become unavailable for purchase by the general public from the Event Sponsor.

"Sell-Out Date" shall mean, as to any event held at the Stadium, the seventh (7th) calendar day following the date on which the City or Event Sponsor delivers to the Plaintiffs' Representative and the tester (conducting the Testing Procedures in accordance with Exhibit D attached hereto) by telecopy or courier a written notice that such event is a Sell-Out.

"Testing Procedures" shall mean the testing procedures set forth in Exhibit "D" attached hereto.

"Two-Day Window" shall mean the period commencing at 8:00 a.m. on the second calendar day preceding the day of the applicable event.

20. **MISCELLANEOUS PROVISIONS**

(a) Severability. The provisions of this Agreement are severable. If any provision is held to be invalid or unenforceable, it shall not affect the validity or enforceability of any other provision.

(b) Modification and Waiver. No provision of this Agreement may be modified or waived except in a writing signed by the parties hereto or their representatives (including the Plaintiffs' Representative and Defendants' Representative) who have express authority to modify or waive the provisions of this Agreement.

(c) Sole Agreement. This Agreement, including the Exhibits and Schedules attached hereto, represents the final, sole, and entire agreement among the parties, and supersedes any and all prior or contemporaneous agreements, negotiations and discussions among Plaintiffs and Defendants with respect to the subject matters contained herein. All references in this Agreement or the Exhibits or Schedules attached hereto to this "Agreement" or "hereto" (or words of similar import in reference to this Agreement) shall mean this Agreement and all Exhibits and Schedules attached hereto.

(d) Neutral Interpretation. The language of this Agreement shall not be construed for or against any particular party. The headings used herein are for reference only and shall not affect the construction of this Agreement.

(e) Number and Gender. Whenever a singular reference is used herein, such reference shall include the plural to the extent required by the context. References herein to the masculine gender shall include the feminine and neuter genders.

(f) Construction. This Agreement shall not be construed more strictly against one party hereto than against any other party hereto merely by virtue of the fact that it may have been prepared by counsel for one of the parties.

(g) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.

(h) Successors and Assigns; Termination. This Agreement shall be enforceable by, apply to, bind, and inure to the benefit of the parties and their respective heirs, spouses, successors and assigns. No sale or transfer of any interest in the Chargers or Padres shall

cause either such party to be released from its obligations under this Agreement. Notwithstanding anything to the contrary herein, the parties hereto acknowledge and agree that (A) the obligations of the Padres under this Agreement (with the exception of Paragraph 15 of Exhibit "T" attached hereto) shall terminate effective immediately upon the date that the Padres no longer occupy the Stadium and (B) the obligations of the Chargers under this Agreement shall terminate effective immediately upon the date that the Chargers no longer occupy the Stadium. For the purposes of this Paragraph (h), the Padres and/or the Chargers shall be deemed to no longer occupy the Stadium at such time that either party ceases to play its regularly scheduled home games at the Stadium and plays such home games elsewhere.

(i) Plaintiffs' Representative. Each Plaintiff hereby appoints Amy B. Vandeveld as his or her exclusive representative (the "Plaintiffs' Representative") in connection with all aspects of the administration and enforcement of this Agreement. Each Plaintiff hereby agrees and acknowledges that, notwithstanding anything to the contrary herein, Plaintiffs' Representative shall have the exclusive authority to bind the Plaintiffs in connection with the administration of this Agreement (including the waiver of any provision hereof and the exercise of any approval right set forth herein) and the enforcement of this Agreement. Each Plaintiff hereby expressly waives any right it may have to act independently from Plaintiffs' Representative with respect to this Agreement. The Plaintiffs shall have the right at any time and from time to time to substitute another counsel to act as Plaintiffs' Representative, which substitution shall be effective immediately upon the delivery of a written notice of such substitution executed by the then current Plaintiffs' Representative and delivered to Defendants' Representative. In no event shall there ever be more than one Plaintiffs' Representative at any time.

(j) Authority for City Obligations; Defendants' Representative. The Defendants hereby authorize City, to the extent that such authorization is necessary, to comply with City's obligations under this Agreement. Each Defendant hereby appoints the City Attorney for the City as its exclusive representative (the "Defendants' Representative") in connection with all aspects of the administration and enforcement of this Agreement. Each Defendant hereby agrees and acknowledges that, notwithstanding anything to the contrary herein, Defendants' Representative shall have the exclusive authority to bind the Defendants in connection with the administration of this Agreement (including the waiver of any provision hereof and the exercise of any approval right set forth herein) and the enforcement of this Agreement. Each Defendant hereby expressly waives any right it may have to act independently from Defendants' Representative with respect to this Agreement. The Defendants shall have the right at any time and from time to time to substitute another counsel to act as Defendants' Representative, which substitution shall be effective immediately upon the delivery of a written notice of such substitution executed by the then current Defendants' Representative and delivered to Plaintiffs' Representative. In no event shall there ever be more than one Defendants' Representative at any time. The provisions of this Section 20(j) shall be subject to the provisions of Section 3(c) hereof.

(k) Notice. In any instance where notice is required to be given to any or all of the parties to this Agreement, such notice shall be provided in writing, sent by certified or registered United States mail, return receipt request, by a national overnight delivery service or by telecopy to the following individuals in their capacities as attorneys or representatives for the parties to this Agreement at the following addresses (or such other individuals and/or addresses as may be set forth in a written notice delivered pursuant to the terms of this paragraph):

Plaintiffs:

Amy B. Vandeveld
LAW OFFICES OF AMY B. VANDEVELD
1850 Fifth Avenue, Suite 22
San Diego, CA 92101
Telephone: (619) 231-8883
Facsimile: (619) 231-8329

Defendants:

Qualcomm Stadium Manager
9449 Friars Road
San Diego, California 92108
Telephone: (619) 641-3130
Facsimile: (619) 283-0460

AND:

Eugene P. Gordon
Deputy City Attorney
1200 Third Avenue, Suite 1100
San Diego, CA 92101
Telephone: (619) 533-5800
Facsimile: (619) 533-5847

All notices shall be deemed delivered on the date delivery is confirmed by the applicable carrier, except that telecopies shall be deemed delivered at the time and on the date set forth on a printed confirmation, unless the time is not within the regular business hours of the recipient, in which case it shall be deemed received on the date of the next succeeding business day.

(l) City File. A copy of this Agreement shall be maintained in the office of the San Diego City Clerk and shall be made available for review by the public during such office's regular business hours.

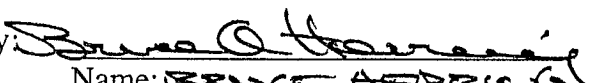
IN WITNESS THEREOF, the parties hereto have executed this Agreement effective as of the date first written above.

DEFENDANTS:

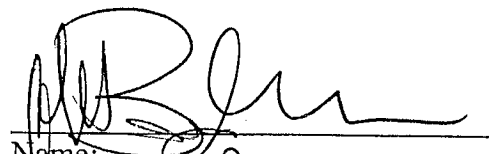
THE CITY OF SAN DIEGO

ACE PARKING

By:


Name: BRUCE HERTZBERG
Title: DEPUTY CITY CLERK

By:


Name: John Baumgardner
Title: CEO

CHARGERS FOOTBALL COMPANY

By:

Dean A. Spanos
President/Vice Chairman

PADRES L.P.

By:

Lawrence Lucchino
President & CEO

IN WITNESS THEREOF, the parties hereto have executed this Agreement effective as of the date first written above.

DEFENDANTS:

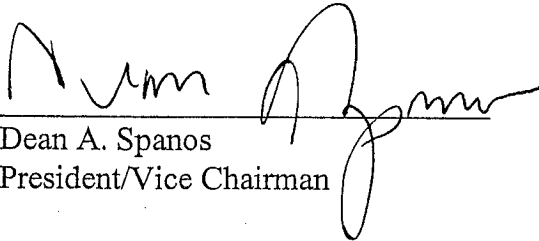
THE CITY OF SAN DIEGO

ACE PARKING

By: _____
Name:
Title:

By: _____
Name:
Title:

CHARGERS FOOTBALL COMPANY

By: 

Dean A. Spanos
President/Vice Chairman

PADRES L.P.

By: _____
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DEFENDANTS:

THE CITY OF SAN DIEGO

ACE PARKING

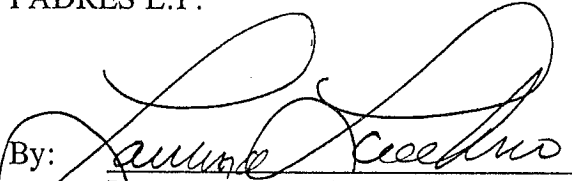
By: _____
Name:
Title:

By: _____
Name:
Title:

CHARGERS FOOTBALL COMPANY

By: _____
Dean A. Spanos
President/Vice Chairman

PADRES L.P.

By:  _____
Lawrence Lucchino
President & CEO

PLAINTIFFS:

BEVERLY WALKER

Beverly A. Walker 2/9/01

NOEL NEUDECK

KIP HAYES

By : _____
Name:
Title: Legal Representative

ROBERT HANN

PETER MOSELEY

By: _____
Name: Jeb Hann
Title: Guardian Ad Litem

I HEREBY APPROVE the form and legality of the foregoing Agreement this 13th
day of March, 2001.

CASEY GWINN, City Attorney

By: Eugene Girard, Deputy City Attorney
for Leslie J. Girard
Assistant City Attorney

PLAINTIFFS:

BEVERLY WALKER

KIP HAYES

NOEL NEUDECK

By : _____
Name:
Title: Legal Representative

ROBERT HANN

By: _____
Name: Jeb Hann
Title: Guardian Ad Litem

Noel Neudeck
2/13/01
PETER MOSELEY

I HEREBY APPROVE the form and legality of the foregoing Agreement this ____
day of _____, 2001.

CASEY GWINN, City Attorney

By: _____
Leslie J. Girard
Assistant City Attorney

PLAINTIFFS:

BEVERLY WALKER

KIP HAYES

By :

Name:

Title: Legal Representative

NOEL NEUDECK

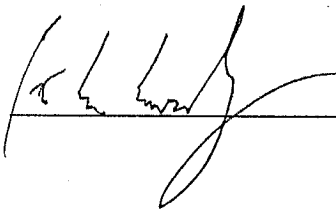
ROBERT HANN

PETER MOSELEY

By:

Name: Jeb Hann

Title: Guardian Ad Litem



I HEREBY APPROVE the form and legality of the foregoing Agreement this ____
day of _____, 2001.

CASEY GWINN, City Attorney

By:

Leslie J. Girard

Assistant City Attorney

PLAINTIFFS:

BEVERLY WALKER

NOEL NEUDECK

PETER MOSELEY

KIP HAYES

By Laura M. Hayes Executor of Estate
Name: _____
Title: Legal Representative

ROBERT HANN

By: _____
Name: Jeb Hann
Title: Guardian Ad Litem

I HEREBY APPROVE the form and legality of the foregoing Agreement this ____
day of _____, 2001.

CASEY GWINN, City Attorney

By: _____
Leslie J. Girard
Assistant City Attorney

PLAINTIFFS:

BEVERLY WALKER

KIP HAYES

NOEL NEUDECK

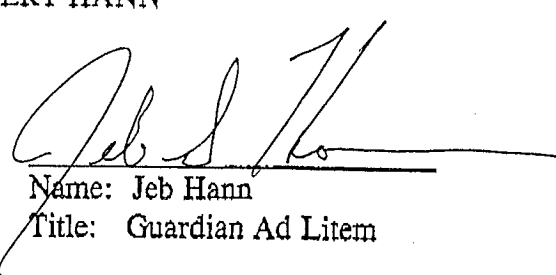
By : _____

Name:

Title: Legal Representative

PETER MOSELEY

ROBERT HANN

By:  _____

Name: Jeb Hann

Title: Guardian Ad Litem

I HEREBY APPROVE the form and legality of the foregoing Agreement this ____
day of _____, 2001.

CASEY GWINN, City Attorney

By: _____

Leslie J. Girard

Assistant City Attorney

Architectural Survey - August 4 and 5, 1997

Survey of the Public Areas of QualComm Stadium Only

Note: All of the individual suites were not surveyed.

Exterior

Ticket Window Area "F"

1. The slope of the designated accessible parking and van accessible parking near ticket window area "F" is greater than 1:50 (1 1/4:24 or 1:19.2). Standards §§ 4.1.2(5)(a), 4.1.2(5)(b), 4.6.3.
2. The slope of the curb ramp near ticket window area "F" is greater than 1:12 (2 1/2:24 or 1:9.6) and the slope of the side flares is greater than 1:10. Standards §§ 4.1.2(1), 4.3.2(1), 4.3.8, 4.7.2, 4.8.2, 4.7.5.
3. There is no accessible ticket window at ticket window area "F". Standards §§ 7.2(2).

Gate "G" and Ticket Window Area "G"

4. The slope of the curb ramp at gate "G" is greater than 1:12 (3:24 or 1:8) and the slope of the side flares is greater than 1:10. Standards §§ 4.1.2(1), 4.3.2(1), 4.3.8, 4.7.2, 4.8.2, 4.7.5.
5. The ramp to the Aztec window office does not have handrails on both sides. Standards §§ 4.1.2(2), 4.3.2(2), 4.3.8, 4.8.5.
6. There is no accessible ticket window at ticket window area "G". Standards §§ 7.2(2).
7. The slope of the curb ramp near ticket window area "G" is greater than 1:12 (3:24 or 1:8) and the slope of the side flares is greater than 1:10. Standards §§ 4.1.2(1), 4.3.2(1), 4.3.8, 4.7.2, 4.8.2, 4.7.5.

Gate "H" and Ticket Window Area "H"

8. The slope of the curb ramp at gate "H" is greater than 1:12 (3:24 or 1:8) and the side flare slope is greater than 1:10. Standards §§ 4.1.2(1), 4.3.2(1), 4.3.8, 4.7.2, 4.8.2, 4.7.5.
9. There is no accessible ticket window at ticket window area "H" (counter height = 43" aff, centerline of sound hole 60" aff). Standards § 7.2(2).

Gate "J" and Ticket Window Area "J"

10. The slope of the curb ramp at gate "J" is greater than 1:12 (2 1/2:24 or 1:9.6) and the side flare slope is greater than 1:10 (1 1/2:12 or 1:8). Standards §§ 4.1.2(1), 4.3.2(1), 4.3.8, 4.7.2, 4.8.2, 4.7.5.
11. The slope of the designated accessible parking spaces at gate "J" is greater than 1:50 and there is no vertical signage designating these spaces as reserved. Standards §§ 4.1.2(5)(a), 4.6.3, 4.6.4.

Gates "K" through "N"

12. The slope of the curb ramp between gates "K" and "L" is greater than 1:12 (2 7/8:24 or 1:8.35), the top side flare slope is greater than 1:10 (3 1/8:24 or 1:7.68) and the transition from the ramp to the parking lot is not flush and free from abrupt changes. Standards §§ 4.1.2(1), 4.3.2(1), 4.3.8, 4.7.2, 4.8.2, 4.7.5.
13. The slope of the curb ramp from parking section "L1" is greater than 1:12 (3:24 or 1:8), the top side flare slope is greater than 1:10 (3 1/2:24 or 1:6.86) and the bottom side flare slope is greater than 1:10 (2 1/2:24 or 1:9.6). Standards §§ 4.1.2(1), 4.3.2(1), 4.3.8, 4.7.2, 4.8.2, 4.7.5.
14. The slope of the curb ramp at gate "M" is greater than 1:12 (2 1/4:24 or 1:10.67) and the side flare slope is greater than 1:10 (3 1/4:24 or 1:7.38). Standards §§ 4.1.2(1), 4.3.2(1), 4.3.8, 4.7.2, 4.8.2, 4.7.5.
15. The slope of the curb ramp at gate "N" is greater than 1:12 (2 5/8:24 or 1:9.14) and the side flare slope is greater

than 1:10 (3 1/2:24 or 1:6.86). Standards §§ 4.1.2(1), 4.3.2(1), 4.3.8, 4.7.2, 4.8.2, 4.7.5.

Parking Area "P1"

16. The slope of the curb ramp from parking section "P1" is greater than 1:12 (2 1/4:24 or 1:10.67). Standards §§ 4.1.2(1), 4.3.2(1), 4.3.8, 4.7.2, 4.8.2.
17. The slope of the curb ramp north of parking section "P1" is greater than 1:12 (2 1/2:24 or 1:9.6). Standards §§ 4.1.2(1), 4.3.2(1), 4.3.8, 4.7.2, 4.8.2.
18. The landing depth of the ramp between section P1 and A1 is less than 5'-0" (4'-8") and the wall mounted handrail is greater than 1 1/2 inches (2 inches) away from the wall. Standards §§ 4.1.2(2), 4.3.2(2), 4.3.8, 4.8.4, 4.8.5.
19. The designated accessible parking spaces in parking area "D1" (10 spaces) have slopes greater than 1:50 (1 1/8":24" or 1:21.33) and no vertical signage designates these spaces as reserved. Standards §§ 4.1.2(5)(a), 4.6.3, 4.6.4.

Gate "A"

20. The slope of the curb ramp at gate "A" is greater than 1:12 (2 1/4:24 or 1:10.67). Standards §§ 4.1.2(1), 4.3.2(1), 4.3.8, 4.7.2, 4.8.2.

Gate "B" and Ticket Window Area "B"

21. The ramp at the ticket window near gate "B" does not have handrails on both sides (no handrail on wall side). Standards §§ 4.1.2(2), 4.3.2(2), 4.3.8, 4.8.5.
22. The slope of the curb ramp at gate "B" is greater than 1:12 (2 3/4:24 or 1:8.73) and the side flare slopes are greater than 1:10. Standards §§ 4.1.2(1), 4.3.2(1), 4.3.8, 4.7.2, 4.8.2, 4.7.5.
23. The designated accessible parking in parking areas "B1" and "A1" has slopes greater than 1:50 (1:24) and there is no

vertical signage designating these spaces as reserved.
Standards §§ 4.1.2(5)(a), 4.6.3, 4.6.4.

24. There is no accessible ticket window at ticket window area "B" (counter height = 43" aff, centerline of sound hole = 59 1/2" aff). Standards § 7.2(2).

"The Padres Store"

25. "The Padres Store" counter heights are both greater than 36 inches above the floor (39 3/4 inches aff and 40 inches aff). Standards § 7.2(2).
26. The ramp leading to "The Padres Store" does not have handrails on both sides although the slope is greater than 1:20. Standards §§ 4.1.2(2), 4.3.2(2), 4.3.8, 4.8.5.

Gate "C"

27. The slope of the curb ramp at gate "C" is greater than 1:12 (2 3/4:24 or 1:8.73) and the side flare slopes are greater than 1:10. Standards §§ 4.1.2(1), 4.3.2(1), 4.3.8, 4.7.2, 4.8.2, 4.7.5.
28. The slope of the designated accessible parking outside gate "C" (six spaces) is greater than 1:50 (7/8:24 or 1:27.43) and there is no vertical signage designating these spaces as reserved. Standards §§ 4.1.2(5)(a), 4.6.3, 4.6.4.

Padres Ticket Counter, Office, and Club

29. The Padres ticket counter is higher than 36 inches above the floor (45 inches) and the sound hole centerline is 57 inches aff. Standards § 7.2(2).
30. The telephones between the Padres ticket counter and ticket office are mounted higher than 48 inches above the floor (52 1/2 inches) for front approach telephones (side approach not possible). Standards §§ 4.1.3(17)(a), 4.31.3, 4.2.5.
31. The Padres ticket office and baseball club counters are higher than 36 inches above the floor (39 inches). Standards § 7.2(2).

32. The Padres Baseball Club ramp does not have handrails on both sides and the handrail height is less than 34 inches above the floor (32 inches). Standards §§ 4.1.2(2), 4.3.2(2), 4.3.8, 4.8.5.

Gate "D"

33. The slope of the curb ramp at gate "D" is greater than 1:12 (3 1/2:24 or 1:6.4) and the side flare slopes are greater than 1:10 (2 1/8":12" or 1:5.65). Standards §§ 4.1.2(1), 4.3.2(1), 4.3.8, 4.7.2, 4.8.2.

Gate "E" and Ticket Window "E"

34. The highest operable portions of the telephones near ticket window "E" are more than 48 inches above the finished floor (54 inches to coin slot) for these front approach telephones and there are no volume controls. Standards §§ 4.1.3(17)(a), 4.31.3, 4.2.5, 4.1.3(17)(b).
35. The ticket window "E" counters are higher than 36 inches above the finished floor (43 inches) and the centerline of the speaker hole is 60 inches above the finished floor. Standards § 7.2(2).
36. The slope of the curb ramp at gate "E" is greater than 1:12 (2 1/2:24 or 1:9.6) and the side flare slopes are greater than 1:10. Standards §§ 4.1.2(1), 4.3.2(1), 4.3.8, 4.7.2, 4.8.2, 4.7.5.

Chargers' Ticket Office

37. The Chargers, ticket office counters are higher than 36 inches above the finished floor. Standards § 7.2(2).

Interior

View Level

38. The Section 42 wheelchair seating spaces do not have lines of sight over standing spectators and there are no fixed companion seats provided. Standards §§ 4.1.3(19)(a), 4.33.3.

39. Section 42 - Men's toilet room

- a. The entrance door opening force is greater than 5 lbf (outer door = 10 lbf, inner door = 12 lbf). Standards §§ 4.1.3(11), 4.22.2, 4.13.11.
- b. The hand dryers are protruding objects that project more than 4 inches (8 inches) into the circulation path at a height between 27 and 80 inches above the floor. Standards §§ 4.1.3(1), 4.4.1.
- c. The designated accessible toilet stall rear grab bar is mounted more than 6 inches (7 inches) from the toilet partition and the toilet paper dispenser blocks the use of the grab bar. Standards §§ 4.1.3(11), 4.22.4, 4.17.3, 4.17.6, 4.26.2.
- d. The diaper changing table height, when open, is more than 34 inches above the floor (39 inches). Standards § 4.32.4.
- e. The designated accessible lavatory self-closing faucet hardware does not remain open for at least 10 seconds (6.5 seconds). Standards §§ 4.1.3(11), 4.22.6, 4.19.5.
- f. The paper towel dispenser is a protruding object that projects more than 4 inches (10 ½ inches) into the circulation path at a height between 27 and 80 inches above the floor. Standards §§ 4.1.3(2), 4.4.1.

40. Section 42 - Women's toilet room

- a. The toilet room entrance doors opening force is greater than 5 lbf (outer door = 13 lbf, inner door = 8 lbf). Standards §§ 4.1.3(11), 4.22.2, 4.13.11.
- b. The diaper changing table height, when open, is more than 34 inches above the floor (38 ½ inches). Standards § 4.32.4.
- c. The hand dryers are protruding objects projecting more than 4 inches into the circulation path at a height

between 27 and 80 inches above the floor. Standards §§ 4.1.3 (2) , 4.4.1.

- d. The highest operable portion of the paper towel dispenser is more than 54 inches above the floor (55 3/4 inches) and the dispenser is a protruding object. Standards §§ 4.1.3(11), 4.22.7, 4.27.3, 4.2.6, 4.1.3(2).
- e. The designated accessible stall is less than 60 inches wide (59 1/4 inches) and the toilet paper dispenser interferes with the use of the grab bar. Standards §§ 4.1.3(11), 4.22.4, 4.17.3, 4.26.
- f. The toilet paper dispenser of the additional stall, required in Standards 9 4.22.4 and Figure 30(d), interferes with the use of the grab bar. Standards §§ 4.1.3(11), 4.22.4, 4.17.3, 4.26.

41. Section 47 - Men's Room toilet room.

- a. The designated accessible urinal rim height is more than 17 inches above the finished floor (18 inches). Standards §§ 4.22.5, 4.18.2.
- b. The changing table height, when open, is more than 34 inches above the finished floor (38 inches). Standards § 4.32.4.
- c. The paper towel dispenser is a protruding object that projects more than 4 inches into the circulation path at a height between 27 and 80 inches above the floor. Standards §§ 4.1.3(2), 4.4.1.
- d. The designated accessible stall is less than 60 inches wide (59 inches) and the toilet paper dispenser interferes with the use of the grab bar. Standards §§ 4.22.4, 4.17.3, 4.26.

42. There is no drinking fountain provided at Section 47-48 for those who have difficulty bending or stooping, although a wheelchair accessible drinking fountain is provided. Standards §§ 4.1.3(10) (b), 4.15.

43. The Section 47 designated accessible wheelchair seating spaces do not have line of sight over standing spectators and there are no fixed companion seats. Standards §§ 4.1.3(19)(a), 4.33.3.
44. Section 48 - Women's toilet room
- a. The hand dryers are protruding objects that project more than 4 inches into the circulation path at a height between 27 and 80 inches above the floor. Standards §§ 4.1.3(2), 4.4.1.
 - b. The diaper changing table height, when open, is more than 34 inches above the floor (38 inches). Standards § 4.32.4.
 - c. The paper towel dispenser is a protruding object that projects more than 4 inches into the circulation path at a height between 27 and 80 inches above the floor. Standards §§ 4.1.3(2), 4.4.1.
 - d. The toilet paper dispensers in the designated accessible stall and the additional stall required to comply with Standards § 4.22.4 and Figure 30(d), interfere with the use of the grab bars. Standards §§ 4.1.3(11), 4.22.4, 4.17.3, 4.26.
 - e. The headroom height in the toilet stalls is less than 80 inches above the floor (77 inches). Standards §§ 4.1.3(2), 4.4.2.

Press Level

45. Suite - Press 41B
- a. Toilet Room
 - i. The toilet room door swings into the clear floor space of the fixtures. Standards §§ 4.1.3(11), 4.22.2.

- ii. The distance between the back wall and the toilet paper dispenser is greater than 36 inches (45 inches). Standards §§ 4.1.3(11), 4.22.4, 4.16.6.
- iii. The lavatory knee space is less than 29 inches below the front rim (28 5/8 inches) and the bottom of the mirror reflecting surface is mounted higher than 40 inches above the floor (41 inches). Standards §§ 4.1.3(11), 4.22.6, 4.19.2, 4.19.6.
- b. The closet rod and shelf are mounted higher than 48 inches above the floor for a closet door clear opening width less than 32 inches (rod at 62 1/4 inches aff, shelf at 65 1/2 inches aff, closet door clear opening width = 16 1/2 inches). Standards §§ 4.1.3(12)(a), 4.25.3.
- c. The TV shelf is a protruding object projecting more than 4 inches into the circulation path at a height between 27 and 80 inches above the floor (68 1/2 inches). Standards §§ 4.1.3(2), 4.4.1.
- d. The highest operable portion of the wall-mounted telephone is mounted higher than 54 inches above the floor (59 inches). Standards §§ 4.1.3(17)(a), 4.31.3, 4.2.6.
- e. The mounting height of the timer above the thermostat is greater than 54 inches above the floor (58 1/2 inches). Standards §§ 4.1.3(13), 4.27.3, 4.2.6.
- f. There is no portion of the bar rail/counter that is no more than 34 inches above the floor (45 inches) and the field cannot be viewed from other eating areas. Standards § 5.2.
- g. The door hardware of the door from the suite to the fixed seating (part of the suite) is not operable without tight grasping, pinching or twisting of the wrist. Standards §§ 4.1.3(7)(b), 4.13.9.

- h. The tread depth of the steps next to the box seats is less than 11 inches at the angle (10 inches). Standards §§ 4.1.3(4), 4.9.2.

46. Suite - Press 43A

a. Toilet Room

- i. The distance between the back wall and the toilet paper dispenser is greater than 36 inches (45 inches). Standards §§ 4.1.3(11), 4.22.4, 4.16.6.
- ii. The bottom of the mirror reflecting surface is mounted higher than 40 inches above the floor (41 inches). Standards §§ 4.1.3(11), 4.22.6, 4.19.6.
- b. The closet rod and shelf are mounted higher than 48 inches above the floor for a closet door clear opening width less than 32 inches (rod at 62 1/4 inches aff, shelf at 65 1/2 inches aff, closet door clear opening width = 16 1/2 inches). Standards §§ 4.1.3(12) (a), 4.25.3.
- c. The TV shelf is a protruding object projecting more than 4 inches into the circulation path at a height between 27 and 80 inches above the floor (71 inches). Standards §§ 4.1.3(2), 4.4.1.
- d. The highest operable portion of the wall-mounted telephone is mounted higher than 54 inches above the floor (59 inches). Standards §§ 4.1.3(17) (a), 4.31.3, 4.2.6.
- e. The mounting height of the timer above the thermostat is greater than 54 inches above the floor (59 inches). Standards §§ 4.1.3(13), 4.27.3, 4.2.6.
- f. There is no portion of the bar rail/counter that is no more than 34 inches above the floor (45 inches) and the field cannot be viewed from other eating areas. Standards § 5.2.

47. The condiment table outside Press 44B is a protruding object projecting more than 4 inches into the circulation path (24 inches) at a height between 27 and 80 inches above the floor (34 inches). Standards §§ 4.1.3(2), 4.4.1.
48. The width of a pair of Press Section 45 designated accessible wheelchair seating spaces is less than 66 inches between the companion seats (65 inches) and there is no line of sight over standing spectators. Standards §§ 4.33.2, 4.33.3.
49. Section 47 - Women's toilet room
- a. The paper towel dispenser is a protruding object projecting more than 4 inches into the circulation path at a height between 27 and 80 inches above the floor. Standards §§ 4.1.3(2), 4.4.1.
 - b. The designated accessible toilet stall has a toilet paper dispenser that interferes with the use of the side grab bar and the stall door latch-side pull-side maneuvering clearance is less than 18 inches wide. Standards §§ 4.1.3(11), 4.22.2, 4.17.3, 4.17.5, 4.13.6.
 - c. The hand dryer is a protruding object projecting more than 4 inches into the circulation path at a height between 27 and 80 inches above the floor. Standards §§ 4.1.3(2), 4.4.1.
 - d. The top of the lavatory counter is higher an 34 inches above the finished floor (34 3/4 inches), the self-closing faucets do not stay open at least 10 seconds (3 seconds), and the bottom of the mirror reflecting surface is mounted higher than 40 inches above the floor (40 1/2 inches). Standards §§ 4.1.3(11), 4.22.6, 4.19.2, 4.19.5, 4.19.6.
50. The Section 48 drinking fountain flow of water is less than 4 inches (3 inches) and there is no fountain provided for those with difficulty bending or stooping. Standards §§ 4.1.3(10), 4.15.3.

51. Section 48 - Men's toilet room

- a. The diaper changing table height, when open, is more than 34 inches above the floor (38 inches). Standards § 4.32.4.
- b. The designated accessible toilet stall toilet paper dispenser interferes with the use of the grab bar. Standards §§ 4.1.3(11), 4.22.4, 4.17.3, 4.2.6.

52. The width of a pair of designated accessible wheelchair seating spaces in Section 49 is less than 66 inches (65 inches) and there is no line of sight over standing spectators. Standards §§ 4.1.3(19)(a), 4.33.2, 4.33.3.

Loge Level

53. Suite - Loge 41A

- a. Toilet room
 - i. The distance between the back wall and the toilet paper dispenser is greater than 36 inches (45 inches). Standards §§ 4.1.3(11), 4.22.4, 4.16.6.
 - ii. The bottom of the mirror reflecting surface is mounted higher than 40 inches above the floor (41 inches). Standards §§ 4.1.3(11), 4.22.6, 4.19.6.
- b. The closet rod and shelf are mounted higher than 48 inches above the floor for a closet door clear opening width less than 32 inches (rod at 62 1/4 inches aff, shelf at 65 1/2 inches aff, closet door clear opening width = 16 1/2 inches). Standards §§ 4.1.3(12)(a), 4.25.3.
- c. The TV shelf is a protruding object projecting more than 4 inches into the circulation path at a height between 27 and 80 inches above the floor (68 1/2 inches). Standards §§ 4.1.3(2), 4.4.1.

- d. The highest operable portion of the wall mounted telephone is mounted higher than 54 inches above the floor (59 inches). Standards §§ 4.1.3(17)(a), 4.31.3, 4.2.6.
- e. The mounting height of the timer above the thermostat is greater than 54 inches above the floor (58 ½ inches). Standards §§ 4.1.3(13), 4.27.3, 4.2.6.
- f. There is no portion of the bar rail/counter that is no more than 34 inches above the floor (45 inches) and the field cannot be viewed from the other eating areas. Standards § 5.2.
- g. The door hardware of the door from the suite to the fixed seating (part of the suite) is not operable without tight grasping, pinching, or twisting of the wrist. Standards §§ 4.1.3(7)(b), 4.13.9.

54. Suite - Loge 41B

- a. Toilet room
 - i. The distance between the back wall and the toilet paper dispenser is greater than 36 inches (45 inches). Standards §§ 4.1.3(11), 4.22.4, 4.16.6.
 - ii. The bottom of the mirror reflecting surface is mounted higher than 40 inches above the floor (41 inches). Standards §§ 4.1.3(11), 4.22.6, 4.19.6.
- b. The closet rod and shelf are mounted higher than 48 inches above the floor for a closet door clear opening width less than 32 inches (rod at 62 1/4 inches aff, shelf at 65 ½ inches aff, closet door clear opening width = 16 ½ inches). Standards §§ 4.1.3(12)(a), 4.25.3.
- c. The TV shelf is a protruding object projecting more than 4 inches into the circulation path at a height

between 27 and 80 inches above the floor (68 ½ inches).
Standards §§ 4.1.3(2), 4.4.1.

- d. The highest operable portion of the wall mounted telephone is mounted higher than 54 inches above the floor (59 inches). Standards §§ 4.1.3(17)(a), 4.31.3, 4.2.6.
- e. The mounting height of the timer above the thermostat is greater than 54 inches above the floor (58 ½ inches). Standards §§ 4.1.3(13), 4.27.3, 4.2.6.
- f. There is no portion of the bar rail/counter that is no more than 34 inches above the floor (45 inches) and the field cannot be viewed from the other eating areas. Standards § 5.2.
- g. The door hardware of the door from the suite to the fixed seating (part of the suite) is not operable without tight grasping, pinching, or twisting of the wrist. Standards §§ 4.1.3(7)(b), 4.13.9.

55. Suite - Loge 42A

a. Toilet room

- i. The distance between the back wall and the toilet paper dispenser is greater than 36 inches (45 inches). Standards §§ 4.1.3(11), 4.22.4, 4.16.6.
 - ii. The lavatory counter height is more than 34 inches above the finished floor (34 ¾ inches) and the bottom of the mirror reflecting surface is mounted higher than 40 inches above the floor (41 inches). Standards §§ 4.1.3(11), 4.22.6, 4.19.2, 4.19.6.
- b. The closet rod and shelf are mounted higher than 48 inches above the floor for a closet door clear opening width less than 32 inches (rod at 62 ¼ inches aff, shelf at 65 ½ inches aff, closet door clear opening width = 16 ½ inches). Standards §§ 4.1.3(12)(a), 4.25.3.

- c. The TV shelf is a protruding object projecting more than 4 inches into the circulation path at a height between 27 and 80 inches above the floor (68 ½ inches). Standards §§ 4.1.3(2), 4.4.1.
- d. The highest operable portion of the wall mounted telephone is mounted higher than 54 inches above the floor (59 inches). Standards §§ 4.1.3(17)(a), 4.31.3, 4.2.6.
- e. The mounting height of the timer above the thermostat is greater than 54 inches above the floor (58 ½ inches). Standards §§ 4.1.3(13), 4.27.3, 4.2.6.
- f. There is no portion of the bar rail/counter that is no more than 34 inches above the floor (45 inches). Standards § 5.2.
- g. The door hardware of the door from the suite to the fixed seating (part of the suite) is not lever operable without tight grasping, pinching, or twisting of the wrist. Standards §§ 4.1.3(7)(b), 4.13.9.

56. Suite - Loge 43A

A. Toilet room

- i. The distance between the back wall and the toilet paper dispenser is greater than 36 inches (45 inches). Standards §§ 4.1.3(11), 4.22.4, 4.16.6.
- ii. The bottom of the mirror reflecting surface is mounted higher than 40 inches above the floor (40 ½ inches). Standards §§ 4.1.3(11), 4.22.6, 4.19.6.
- iii. The lavatory counter height is more than 34 inches above the floor (34 ¾ inches) and the lavatory counter is a protruding object projecting more than 4 inches (24 inches) into the circulation path at a height between 27 and 80 inches above

the finished floor. Standards §§ 4.1.3(11), 4.19.2, 4.1.3(2), 4.4.1.

- b. The suite entrance door pull-side, latch-side maneuvering clearance is less than 18 inches. Standards §§ 4.1.3(7)(b), 4.13.6.
 - c. The closet rod and shelf are mounted higher than 48 inches above the floor for a closet door clear opening width less than 32 inches (rod at 62 1/4 inches aff, shelf at 65 1/2 inches aff, closet door clear opening width = 16 1/2 inches). Standards §§ 4.1.3(12)(a), 4.25.3.
 - d. The TV shelf is a protruding object projecting more than 4 inches into the circulation path at a height between 27 and 80 inches above the floor (68 1/2 inches). Standards §§ 4.1.3(2), 4.4.1.
 - e. The highest operable portion of the wall mounted telephone is mounted higher than 54 inches above the floor (59 inches). Standards §§ 4.1.3(17)(a), 4.31.3, 4.2.6.
 - f. The mounting height of the timer above the thermostat is greater than 54 inches above the floor (58 1/2 inches). Standards §§ 4.1.3(13), 4.27.3, 4.2.6.
 - g. There is no portion of the bar rail/counter that is no more than 34 inches above the floor (45 inches). Standards § 5.2.
 - h. The door hardware of the door from the suite to the fixed seating (part of the suite) is not operable without tight grasping, pinching, or twisting of the wrist. Standards §§ 4.1.3(7)(b), 4.13.9.
57. The designated accessible wheelchair seating spaces in Section 49 (3 seats) do not have lines of sight over standing spectators. Standards §§ 4.1.3(19)(a), 4.33.3.

58. Section 49 - Unisex toilet room

- a. The highest operable part of the paper towel dispenser is mounted more than 54 inches above the floor and the clear floor space is less than 30 inches wide (25 ½ inches). Standards §§ 4.1.3(11), 4.22.7, 4.27.3, 4.2.6, 4.2.4, 4.27.2.
- b. The designated accessible toilet stall toilet paper dispenser is not mounted adjacent to the toilet and the centerline of the side and rear grab bars are mounted lower than 33 inches above the floor (side = 31 ¾ inches, rear = 32 inches to centerline). Standards §§ 4.1.3(11), 4.22.2, 4.17.3, 4.17.6.
- c. The lavatory counter corner is a protruding object projecting more than 4 inches into the circulation path at a height between 27 and 80 inches above the floor. Standards §§ 4.1.3(2), 4.4.1.

59. There is no drinking fountain at Section 49 for those who have difficulty bending or stooping, although a wheelchair accessible drinking fountain is provided. Standards § 4.1.3(10)(a).

Club Level Concourse

60. There are no Club Level designated accessible wheelchair seating locations that are an integral part of the Club Level seating plan. They are located in the vomitories. Standards §§ 4.1.3(19)(a), 4.33.3.

61. Section 47 - Men's toilet room

- a. The designated accessible toilet stall toilet paper dispenser interferes with the use of the grab bar and the door hinge-side is more than 4 inches from the wall. Standards §§ 4.1.3(11), 4.22.4, 4.17.3, 4.26.
- b. The paper towel dispensers are protruding objects projecting more than 4 inches into the circulation path at a height between 27 and 80 inches above the floor. Standards §§ 4.1.3(2), 4.4.1.

62. Section 46 - Women's toilet room

- a. The lavatory counter top is a protruding object projecting more than 4 inches into the circulation path (6 ½ inches) at a height between 27 and 80 inches above the floor. Standards §§ 4.1.3(2), 4.4.1.
- b. The designated accessible toilet stall toilet paper dispenser interferes with the use of the side grab bar. Standards §§ 4.1.3(11), 4.22.4, 4.17.3, 4.26.

63. Women's toilet room in the Club

- a. The lavatory counter top is a protruding object projecting more than 4 inches into the circulation path at a height between 27 and 80 inches above the floor. Standards §§ 4.1.3(2), 4.4.1.
- b. The designated accessible toilet stall toilet paper dispenser interferes with the use of the side grab bar. Standards §§ 4.1.3(11), 4.22.4, 4.17.3, 4.26.

64. The carpeting seam between Sections 43 and 44 is not securely fastened. Standards § 4.5.3.

65. Section 43 - Women's toilet room

- a. The designated accessible toilet stall headroom is than 80 inches (64 inches) and the toilet paper dispenser interferes with the use of the side grab bar. Standards §§ 4.1.3(2), 4.4.2, 4.1.3(11), 4.22.4, 4.17.3, 4.26.
- b. The lavatory counter is a protruding object. Standards §§ 4.1.3(2), 4.4.1.

66. The condiment table near Section 41 is higher than 34 inches above the floor (38 1/4 inches) and protrudes more than 4 inches into the circulation path (7 inches). Standards §§ 5.6, 4.2.6, 4.1.3(2), 4.4.1.

Plaza Level Concourse

67. The condiment stands between Stair "K" and "L" are protruding objects and the south condiment stand is mounted higher than 34 inches above the floor (37 inches). Standards §§ 5.6, 4.2.6, 4.1.3(2), 4.4.1.
68. The counter height for the concession stand between Sections 44 and 45 is more than 36 inches (42 inches). The adjacent condiment tables are mounted higher than 34 inches above the floor (36 ½ inches and 46 inches) and the south condiment table is a protruding object. Standards §§ 7.2, 5, 4.2.6, 4.1.3(2), 4.4.1.
69. The flow of water from the drinking fountain at ramp "K" and "L" is less than 4 inches high. Standards §§ 4.1.3(10)(a), 4.15.3.
70. Ramp "K" - Mens toilet room
 - a. The designated accessible toilet stall toilet paper dispenser interferes with the use of the side grab bar. Standards §§ 4.1.3(11), 4.22.4, 4.17.3, 4.26.
 - b. The diaper changing table height, when open, is more than 34 inches above the finished floor (39 inches). Standards § 4.32.4.
71. Ramp "L" - Women's toilet room
 - a. The designated accessible toilet stall door is not diagonal from the toilet, there is no clear floor space for the toilet seat cover dispenser (mounted behind the toilet) and the toilet paper dispenser interferes with the use of the side grab bar. Standards §§ 4.1.3(11), 4.22.4, 4.17.3, 4.27.2, 4.2.4.
 - b. The additional stall required by Standards § 4.22.4 and Figure 30(d) is more than 36 inches wide (37 inches), the toilet paper dispenser interferes with the use of the grab bar and the toilet seat cover dispenser is mounted higher than 54 inches above the floor

(55 inches). Standards §§ 4.1.3(11), 4.17.3, 4.26, 4.27.3.

- c. The lavatory counter tops are protruding objects. Standards §§ 4.1.3(2), 4.4.1.

72. Men's toilet room behind the scoreboard

- a. The designated accessible toilet stall toilet paper dispenser interferes with the use of the side grab bar. Standards §§ 4.1.3(11), 4.22.4, 4.17.3, 4.26.
- b. There is no accessible paper towel dispenser. Standards §§ 4.1.3(11), 4.22.7, 4.27.2, 4.27.3.
- c. There is no accessible mirror. Standards §§ 4.1.3(11), 4.22.6, 4.19.6.
- d. The lavatory hot water and trap are not insulated or otherwise configured to protected against contact and the lavatory faucets controls require more than 51bf to operate and the self-closing faucets do not remain open for at least 10 seconds. Standards §§ 4.1.3(11), 4.22.6, 4.19.4, 4.19.5.

73. The concession counter behind the scoreboard is higher than 36 inches above the floor (43 inches) and the condiment table top is higher than 34 inches above the floor (37 inches). Standards §§ 7.2, 5.6.

74. Women's toilet room behind the scoreboard

- a. There is no accessible paper towel dispenser. Standards §§ 4.1.3(11), 4.22.7, 4.27.2, 4.27.3.
- b. The white wood shelf is a protruding object. Standards §§ 4.1.3 (2), 4.4.1.
- c. There is no accessible toilet stall. Standards §§ 4.1.3(11), 4.22.4.
- d. There is no accessible mirror. Standards §§ 4.1.3(11), 4.22.6, 4.19.6.

75. Women's toilet room at ramp "K"

- a. The lavatory counter and hand dryers are protruding objects projecting more than 4 inches into the circulation path between 27 and 80 inches above the floor. Standards §§ 4.1.3(2), 4.4.1.
- b. The designated accessible stall door is not located diagonally from the toilet. Standards §§ 4.1.3(11), 4.22.4, 4.17.3.
- c. The additional stall required by Standards § 4.22.4 and Figure 30(d) is more than 36 inches wide (36 3/4 inches). Standards §§ 4.1.3(11), 4.22.4, 4.17.3.

76. Men's toilet room at ramp "K"

- a. The designated accessible toilet stall door is not located diagonally from the toilet. Standards §§ 4.1.3(11), 4.22.4, 4.17.3.
- b. The lavatory counter top is higher than 34 inches above the floor (35 1/4 inches). Standards §§ 4.1.3(11), 4.22.6, 4.19.2.
- c. The bottom edge of the mirror reflecting surface is mounted higher than 40 inches above the floor (41 inches). Standards §§ 4.1.3(11), 4.22.6, 4.19.6.

77. Both of the condiment tables near the concession at stair "R" are mounted higher than 34 inches above the floor (35 inches and 36 1/2 inches). Standards § 5.6.

78. The concession stand counter near stair "R" is higher than 36 inches above the floor (44 1/2 inches). Standards § 7-2.

View Concourse Level

79. Women's toilet room near section 55-56

- a. The designated accessible stall door clear opening width is less than 32 inches, the stall width is less

than 60 inches (59 ½ inches), the headroom at the door is less than 80 inches high, and the toilet paper dispenser is mounted above the grab bar and interferes with the use of the grab bar. Standards §§ 4.1.3(11), 4.22.4, 4.17.3, 4.4.2, 4.26.

80. The flow of water from the drinking fountain at section 56 is less than 4 inches high. Standards §§ 4.1.3(10)(a), 4.15.3.
81. Men's toilet room near section 55-56
 - a. The designated accessible toilet stall door is not located diagonally from the toilet and the toilet paper dispenser is mounted above the grab bar and interferes with the use of the grab bar. Standards §§ 4.1.3(11), 4.22.4, 4.26.
 - b. The headroom in some areas of the toilet room is less than 80 inches clear above the floor. Standards § 4.4.2.
82. The designated accessible wheelchair seating spaces in section "56" have no fixed companion seats, and there is no line of sight over standing spectators. Standards §§ 4.1.3(19)(a), 4.33.3.
83. Section 59 and 60 - Men's toilet room
 - a. The lavatory counter is higher than 34 inches above the floor (34 ½ inches). Standards §§ 4.1.3(11), 4.22.6, 4.19.2.
84. Section 59 and 60 - Women's toilet room
 - a. The designated accessible stall headroom is less than 80 inches above the floor. Standards § 4.4.2.
 - b. There is no accessible paper towel dispenser. Standards §§ 4.1.3(11), 4.22.7, 4.27.2, 4.27.3.
 - c. The hand dryers, lavatory counter, and paper towel dispensers are all protruding objects projecting more

than 4 inches into the circulation path at a height between 27 and 80 inches. Standards §§ 4.1.3(2), 4.4.1.

85. The width of a pair of designated accessible wheelchair seating spaces in section 58, furthest to the left, is less than 66 inches wide (65 inches). Standards §§ 4.1.3(19)(a), 4.33.2.
86. Both pairs of designated accessible wheelchair seating spaces in section 54 (4 spaces total) are less than 66 inches wide (65 inches). Standards §§ 4.1.3(19)(a), 4.33.2.
87. Section 54 - Men's toilet room
 - a. The door to the designated accessible toilet stall is not located diagonally from the toilet. Standards §§ 4.1.3(11), 4.22.4, 4.17.3.
88. Section 54 - Women's toilet room
 - a. The door to the designated accessible toilet stall is not located diagonally from the toilet and there is no pull-side maneuvering clearance. Standards §§ 4.1.3(11), 4.22.4, 4.17.3, 4.17.5, 4.13.6.

Loge Level

89. The condiment table at Loge Section 57 is a protruding object. Standards §§ 4.1.3(2), 4.4.1.
90. The width of a pair of designated accessible wheelchair seating spaces (4 total seats provided) in Loge Section 55 is less than 66 inches wide (65 inches). Standards §§ 4.1.3 (19) (a) , 4.33.2.

Club Level

91. Club Section 60 - Women's toilet room
 - a. The designated accessible toilet stall door is not located diagonally from the toilet and the toilet paper

dispenser is located above the grab bar and interferes with the use of the grab bar. Standards §§ 4.1.3(11), 4.22.4, 4.17.3, 4.17.6, 4.26.

- b. The lavatory counter is a protruding object. Standards §§ 4.1.3(2), 4.4.1.
92. The concession counter across from Section 1 is higher than 36 inches above the floor (38 ½ inches). Standards § 7.2.
93. There are no accessible tables although fixed chairs are provided, and there are no wheelchair seating spaces in Sections 2 and 3. Standards § 5.1.
94. Section 3 - Men's toilet room
- a. The maneuvering clearance outside the designated accessible stall is less than 42 inches deep (40 inches deep) and the toilet stall door is not located diagonally from the toilet. Standards §§ 4.1.3(11), 4.22.4, 4.17.3.
 - b. The lavatory counters are protruding objects. Standards §§ 4.1.3(2), 4.4.1.
95. Section 6 - Women's toilet room
- a. The designated accessible toilet stall door is not located diagonally from the toilet. Standards §§ 4.1.3(11), 4.22.4, 4.17.3.
 - b. The additional stall required by Standards § 4.22.4 and Figure 30(d) is wider than 36 inches (38 ½ inches). Standards §§ 4.1.3(11), 4.22.4.
 - c. The lavatory counter is a protruding object and the counter surface is more than 34 inches above the floor (34 ¾ inches). Standards §§ 4.1.3(2), 4.4.1, 4.1.3(11), 4.22.6, 4.19.2.
96. The concierge counter across from Section 8 is higher than 36 inches above the floor (42 inches). Standards § 7.2(2).

97. The telephones at Section 8 have no TDD's, no signage, no shelf and outlet, and none of the phones meet the requirements for forward approach phones. Standards §§ 4.1.3(17)(a), 4.1.3(17)(c)(ii), 4.1.3(17)(d).
98. Section 9 - Women's toilet room
- a. There is less than 42 inches maneuvering clearance outside the door to the designated accessible toilet stall (40 inches). Standards §§ 4.1.3(11), 4.22.4, 4.17.3.
 - b. The door to the designated accessible toilet stall is not located diagonally from the toilet. Standards §§ 4.1.3(11), 4.22.4, 4.17.3.
 - c. The lavatory counter is a protruding object. Standards §§ 4.1.3(2), 4.4.1.
99. Section 11 - Men's toilet room
- a. The designated accessible toilet stall door is not located diagonally from the toilet. Standards §§ 4.1.3(11), 4.22.4, 4.17.3.
100. The drinking fountain near section 11 has a flow of water less than 4 inches high and no fountain for those with difficulty bending or stooping. Standards §§ 4.1.3(10)(a), 4.15.3.
101. Section 15 - Women's toilet room
- a. The knee clearance for the lavatory counter is less than 29 inches above the floor (28 1/4 inches). Standards §§ 4.1.3(11), 4.22.6, 4.19.2.
 - b. The designated accessible toilet stall door is not located diagonally from the toilet. Standards §§ 4.1.3(11), 4.22.4, 4.17.3.

102. Men's toilet room at Ramp "F"

- a. The maneuvering clearance in front of the designated accessible toilet stall is less than 48 inches (44 1/4 inches). Standards §§ 4.1.3(11), 4.22.4, 4.17.3.
- b. The door to the designated accessible toilet stall is not located diagonally from the toilet. Standards §§ 4.1.3(11), 4.22.4, 4.17.3.

103. Section 28 - Women's toilet room

- a. The additional stall required by Standards § 4.22.4 and Figure 30(d) width is greater than 36 inches (36 1/2 inches). Standards §§ 4.1.3(11), 4.22.4.
- b. The lavatory counter is a protruding object and the knee space is less than 29 inches high (28 inches). Standards §§ 4.1.3(11), 4.22.6, 4.19.2, 4.1.3(2), 4.4.1.
- c. The highest operable portion of the paper towel dispenser is more than 54 inches above the floor (58 1/2 inches). Standards §§ 4.1.3(11), 4.22.7, 4.27.

104. Section 31 - Men's toilet room

- a. The lavatory knee space is less than 29 inches high (28 1/2 inches). Standards §§ 4.1.3(11), 4.22.6, 4.19.2.
- b. The lavatory counter is a protruding object. Standards §§ 4.1.3(2), 4.4.1.

105. The Section 33 Women's toilet room lavatory counter is a protruding object. Standards §§ 4.1.3(2), 4.4.1.

106. Section 37 - Women's toilet room

- a. The additional stall required by Standards § 4.22.4 and Figure 30(d)stall width is greater than 36 inches (37 inches). Standards §§ 4.1.3(11), 4.22.4.
- b. The lavatory knee space is less than 29 inches high (28 1/2 inches) and the lavatory counter is a protruding

object. Standards §§ 4.1.3(11), 4.22.6, 4.19.2, 4.1.3(2) , 4.4.1.

107. Section 39 - Men's toilet room

- a. The designated accessible toilet stall door is not located diagonally from the toilet. Standards §§ 4.1.3(11), 4.22.4, 4.17.3.
- b. The lavatory counter is a protruding object. Standards §§ 4.1.3(2), 4.4.1.

108. Section 43 - Women's toilet room

- a. The lavatory counter is a protruding object and the lavatory knee clearance is less than 29 inches high (28 3/4 inches). Standards §§ 4.1.3(2), 4.4.1, 4.1.3(11), 4.22.6, 4.19.2.
- b. The designated accessible toilet stall headroom is less than 80 inches clear from the floor. Standards § 4.4.2.

109. The Club Section 43 drinking fountain knee clearance is less than 29 inches high (26 1/2 inches). Standards §§ 4.1.3(10)(a), 4.15.5.

Plaza Level

110. Section 1 - Women's toilet room

- a. The ashtray outside the toilet room is a protruding object projecting more than 4 inches into the circulation path (10 inches) at a height between 27 and 80 inches above the floor. Standards § 4.1.3(2), 4.4.1.
- b. The designated accessible toilet centerline is less than 18 inches from the closest adjacent wall (14 inches) and the toilet seat cover dispenser, mounted behind the toilet, does not have clear floor space. Standards §§ 4.1.3(11), 4.22.4, 4.17.3, 4.22.7, 4.27.2.

- c. There are no accessible lavatories because the knee space is less than 29 inches high (26 3/4 inches) and the faucet operating force is greater than 51bf. Standards §§ 4.1.3(11), 4.22.6, 4.19.2, 4.19.5, 4.27.4.
 - d. There is no accessible paper towel dispenser. Standards §§ 4.1.3(11), 4.22.7.
111. Section 2 - Men's toilet room - near wheelchair seating spaces
- a. The knee clearance under the lavatory is less than 29 inches high (28 inches) and the faucet does not work. Standards §§ 4.1.3(11), 4.22.6, 4.19.2.
 - b. There is no accessible paper towel dispenser. Standards §§ 4.1.3(11), 4.22.7.
 - c. There is no accessible mirror. Standards §§ 4.1.3(11), 4.22.6, 4.19.6.
 - d. There is no accessible toilet stall or additional stall provided as is required by Standards § 4.22.4. Standards §§ 4.1.3(11), 4.22.4, 4.17.3.
112. Women's toilet room between Sections 5 and 6
- a. There are no accessible paper towel dispensers. Standards §§ 4.1.3(11), 4.22.7, 4.27.
 - b. The bottom edge of the mirror reflecting surface is mounted higher than 40 inches above the floor (41 inches). Standards §§ 4.1.3(11), 4.22.6, 4.19.6.
 - c. The designated accessible toilet stall is less than 60 inches wide (40 inches) and less than 59 inches deep (56 inches) for a floor mounted toilet. The side grab bar is less than 42 inches long (36 inches). The centerline of the toilet is less than 18 inches from the adjacent wall (16 1/2 inches) and the flush control is not located on the wide side of the stall.

Standards §§ 4.1.3(11), 4.22.4, 4.17.3, 4.17.6, 4.16.5.

- d. The white painted shelf is a protruding object.
Standards §§ 4.1.3(2), 4.4.1.

113. Section 11 - Women's toilet room. The toilet room was being remodeled during the inspection and consequently, must now comply with the Standards.

- a. The ashtrays outside of the toilet room are protruding objects that project more than 4 inches into the circulation path (10 inches). Standards §§ 4.1.3(2), 4.4.1.

114. Section 13 - Men's toilet room. The toilet room was being remodeled during the inspection and consequently, must now comply with the Standards.

- a. The ashtrays outside of the toilet room are protruding objects that project more than 4 inches into the circulation path (10 inches). Standards §§ 4.1.3(2), 4.4.1.

115. Section 15 - Women's toilet room.

- a. The designated accessible toilet stall toilet centerline is more than 18 inches from the closest partition (32 inches) and the side grab bar diameter less than 1 ½ inches. Standards §§ 4.1.3(11), 4.22.4, 4.17.3, 4.17.6, 4.26.2.
- b. The lavatory knee clearance is less than 29 inches (28 ½ inches). Standards §§ 4.1.3(11), 4.22.6, 4.19.2.
- c. There is no accessible paper towel dispenser.
Standards §§ 4.1.3(11), 4.22.7, 4.27.
- d. The white shelf is a protruding object projecting more than 4 inches into the circulation space at a height between 27 and 80 inches above the floor (54 1/4 inches). Standards §§ 4.1.3(2), 4.4.1.

- e. The table is a protruding object. Standards §§ 4.1.3(2), 4.4.1.
116. The designated accessible wheelchair seating spaces at Section 17 (10 seats) have no adjacent companion seats and no adjoining accessible route. Standards §§ 4.1.3(19)(a), 4.33.2, 4.33.3.
117. Section 18 - Men's toilet room
- a. The lavatory knee clearance is less than 29 inches high (27 3/4 inches). Standards §§ 5 4.1.3(11), 4.22.6, 4.19.2.
 - b. There are no accessible accessories, i.e., soap dispenser, paper towel, mirror. Standards §§ 4.1.3(11), 4.22.7, 4.27.
 - c. The toilet paper dispensers interfere with the use of the grab bars. Standards §§ 4.1.3(11), 4.17.3, 4.26.
 - d. There is no clear floor space for the toilet seat cover dispensers. Standards §§ 4.1.3(11), 4.22.7, 4.27.
118. Section 24 - Men's toilet room
- a. The lavatory knee clearance is less than 29 inches high (28 1/4 inches). Standards §§ 4.1.3(11), 4.22.6, 4.19.2.
 - b. There is no accessible paper towel dispenser or soap dispenser. Standards §§ 4.1.3(11), 4.22.7, 4.27.
 - c. The designated accessible toilet flush control is not mounted on the wide side of the stall. Standards §§ 4.1.3(11), 4.22.4, 4.17.3, 4.16.5.
 - d. The toilet paper dispenser is mounted above the grab bar and interferes with the use of the grab bar. Standards §§ 4.1.3(11), 4.22.4, 4.17.3, 4.27.
119. The drinking fountain at Section 24 is a protruding object. Standards §§ 4.1.3(2), 4.4.1.

120. The designated accessible wheelchair seating spaces at Section 25 (10 spaces) do not adjoin an accessible route and there are no fixed adjacent companion seats. Standards §§ 4.1.3(19)(a), 4.33.3.

121. Section 26 - Women's toilet room

- a. There are no accessible paper towel dispensers or soap dispensers. Standards §§ 4.1.3(11), 4.22.7, 4.27.
- b. The white shelf is a protruding object. Standards §§ 4.1.3(2), 4.4.1.
- c. The designated accessible toilet stall side grab bar is less than 1 ½ inches in diameter, the accessories are in the wrong location, the flush control is not on the wide side of the stall, and the door is not located diagonally from the toilet. Standards §§ 4.1.3(11), 4.22.4, 4.17.3, 4.16.5, 4.26.2.

122. Gift Shop at Section 27 - closed during survey.

123. Section 31 - Men's toilet room is not designated as accessible but no signage directing to the accessible toilet facilities. Standards §§ 4.1.6(3)(e)(iii).

- a. There is no accessible toilet stall. Standards §§ 4.1.3(11), 4.22.4, 4.17.3.
- b. There are no accessible accessories. Standards §§ 4.1.3(11), 4.22.7, 4.27.
- c. The lavatory counter knee clearance is less than 29 inches high (28 ½ inches). Standards §§ 4.1.3(11), 4.22.6, 4.19.2.

124. Section 31 - Women's toilet room is not designated as accessible but no signage directing to accessible toilet facilities. Standards § 4.1.6(3)(e)(iii).

- a. There is no accessible toilet stall. Standards §§ 4.1.3(11), 4.22.4, 4.17.3.

- b. There is no accessible paper towel dispenser. Standards §§ 4.1.3(11), 4.22.7, 4.27.
 - c. The shelf and table are protruding objects. Standards §§ 4.1.3(2), 4.4.1.
125. The Section 32 condiment stand counter surface is higher than 34 inches above the floor (39 3/4 inches). Standards §§ 5.6, 4.2.4.
126. The men's toilet room at Section 33 is not accessible and there is no signage directing to the accessible toilet facilities. Standards §§ 4.1.6(3)(e)(iii).
127. The highest operable part of the telephone at Section 38 is more than 54 inches above the floor (55 inches). Standards §§ 4.1.3(17)(a), 4.31.3, 4.2.6.
128. The women's toilet room at Section 36 is not accessible and there is no signage directing to the accessible toilet facilities. Standards §§ 4.1.6(3)(e)(iii).
129. The men's toilet room at Section 39 is not accessible and there is no signage directing to the accessible toilet facilities. Standards §§ 4.1.6(3)(e)(iii).
130. Section 41 - Women's toilet room
- a. The designated accessible toilet centerline is less than 18 inches from the closest wall or partition (16 inches), the flush control is not on the wide side of the stall and the toilet paper dispenser is mounted above the grab bar and interferes with the use of the grab bar. Standards §§ 4.1.3(11), 4.22.4, 4.17.3, 4.16.5, 4.26.
 - b. The white shelf is a protruding object. Standards §§ 4.1.3(2), 4.4.1.
 - c. The lavatory knee clearance is less than 29 inches high (27 1/2 inches). Standards §§ 4.1.3(11), 4.22.6, 4.19.2.

- d. There are no accessible paper towel dispensers or soap dispensers. Standards §§ 4.1.3(11), 4.22.7, 4.27.
- 131. The Section 44 designated accessible wheelchair seating spaces are less than 66 inches wide when paired and there is no fixed companion seating. Standards §§ 4.1.3(19)(a), 4.33.2.
- 132. The Section 45 and 46 designated accessible wheelchair seating spaces have no fixed companion seats. Standards §§ 4.1.3(19)(a), 4.33.3.
- 133. The headroom under the scoreboard between Sections 49 and 54 is less than 80 inches from the ground (78 inches). Standards § 4.4.2.

Outer ring concourse at Plaza Level

- 134. The concession counter between Section 3 and 4 is more than 36 inches high (42 ½ inches). Standards § 7.2.
- 135. Section 59 - Women's toilet room adjacent to escalator B
 - a. There is no accessible paper towel dispenser. Standards §§ 4.1.3(11), 4.22.7, 4.27.
 - b. The hand dryers are protruding objects. Standards §§ 4.1.3(2), 4.4.1.
 - c. The designated accessible toilet stall toilet paper dispenser is mounted more than 36 inches from the rear wall (48 inches). Standards §§ 4.1.3(11), 4.22.4, 4.17.3, 4.16.6.
 - d. The additional stall required by Standards § 4.22.4 and Figure 30(d) is more than 36 inches wide (37 inches). Standards §§ 4.1.3(11), 4.22.4.
 - e. The lavatory counter is a protruding object. Standards §§ 4.1.3(2), 4.4.1.
- 136. The vendor sales counters outside escalator B are more than 36 inches high (40 ½ inches) and the ice-cream counter is

more than 36 inches high (40 3/4 inches). The condiment tables across from the vending counters are protruding objects. Standards §§ 7.2, 4.1.3(2), 4.4.1.

137. Elevator 1

- a. The hall call buttons are centered higher than 42 inches above the floor (44 ½ inches). Standards §§ 4.1.3(5), 4.10.3.
- b. The door does not re-open without contact. Standards §§ 4.1.3(5), 4.10.6.
- c. There is no audible signal as the car passes each floor. Standards §§ 4.1.3(5), 4.10.13.
- d. The emergency communication cabinet has hardware that can not be operated without tight grasping, pinching, or twisting of the wrist and there is no raised letter or braille signage. Standards §§ 4.1.3(5), 4.10.14, 4.27.

138. The drinking fountain at Section 13 near escalator D is not accessible. Standards §§ 4.1.3(10)(a), 4.15.

139. The outer concourse stadium concessions are inaccessible. Standards § 7.2(1).

140. Elevator 2

- a. The hall call buttons are centered higher than 42 inches above the floor (44 ½ inches). Standards §§ 4.1.3(5), 4.10.3.
- b. The door does not re-open without contact. Standards §§ 4.1.3(5), 4.10.6.
- c. There is no audible signal as the car passes each floor. Standards §§ 4.1.3(5), 4.10.13.
- d. The emergency communication cabinet has hardware that cannot be operated without tight grasping, pinching, or twisting of the wrist and there is no raised letter or

braille signage. Standards §§ 4.1.3(5), 4.10.14, 4.27.4.

141. There is no signage directing to the accessible entrance of the sports bar and club from the inaccessible entrance. Standards §§ 4.1.6(3)(e)(iii).

In General

142. There is no braille signage at all toilet rooms. Standards §§ 4.1.3(7), 4.30.
143. The east end addition (new construction) added 9942 seats. Designated accessible wheelchair seating locations required for 9942 seats is 100 but only 34 are provided. The new in-fill seating at the field and View levels eliminates 3000 Loge seats but adds 4000 seats but no designated accessible wheelchair seating locations (40 required). Standards §§ 4.1.5, 4.1.3 (19) (a).
144. 610 wheelchair seating spaces are required for the existing (before addition) football configuration of 60,826 seats. 481 wheelchair seating spaces are required for the existing (before addition) baseball configuration of 47,925 seats. The total number of wheelchair seating locations provided (without respect to line of sight over standing spectators) is less than the required number. Standards § 4.1.3(19) (a).
145. There are no visual alarms in any toilet rooms. Standards § 4.1.3(14).
146. There is no TDD provided at any public pay telephone. Standards § 4.1.3(17) (c) (ii).

EXHIBIT "A"

Transfer Seats

1. (a) On or before April 1, 2001, City shall install or modify existing seating to provide a total of at least 242 Transfer Seats in accordance with the terms of this Exhibit A, which seats are hereby designated as Transfer Seats in accordance with Paragraphs 2 and 3 below. Defendants hereby designate one additional adjacent seat as a companion seat for at least 100 of such Transfer Seats in accordance with the terms of this Exhibit A, which seats are hereby designated as companion seats to such Transfer Seats in accordance with Paragraphs 2 and 3 below. Each Transfer Seating Pair shall be sold only as a companion pair, at the option of the ticket purchaser, prior to the Two-Day Window. Transfer Seats shall be withheld from sale to the general public and may be sold only to persons requesting seats for persons with mobility impairments and, with respect to the companion seats, their companions, until the commencement of the Two-Day Window. During the Two-Day Window, all Transfer Seats and all companion seats thereto may be sold to the general public. For example, if an event is to be held at any time on a Sunday, tickets for Transfer Seats and companion seats thereto may be sold to the general public beginning the preceding Friday at 8:00 a.m. Further, during the Two-Day Window, persons with mobility impairments, in addition to wheelchair users, may purchase tickets in wheelchair locations throughout the Stadium as set forth in Paragraph 1 of Exhibit "C" attached hereto.

(b) Notwithstanding the foregoing, unless all Transfer Seats have been sold prior to the Two-Day Window, irrespective of the commencement of the Two-Day Window, a total of four (4) Transfer Seats shall be held for sale only to persons requesting seats for persons with mobility impairments and their companions (provided a companion seat is available) until the time the event is scheduled to begin.

(c) Notwithstanding anything to the contrary herein, with respect to any event held at the Stadium for which there is a Sell-Out, all Transfer Seats and all companion seats thereto (other than the four (4) Transfer Seats described in Paragraph 1(b) above) may be released for sale to the general public on the Sell-Out Date. Following any Sell-Out Date, persons with mobility impairments, in addition to wheelchair users, may purchase tickets in wheelchair locations throughout the Stadium as set forth in Paragraph 1 of Exhibit "C" attached hereto.

2. Seats designated as Transfer Seats and as companion seats thereto for Padres' games are set forth in Schedule "A-1" attached hereto.

3. Seats designated as Transfer Seats and as companion seats thereto for events other than Padres games are set forth in Schedule "A-2" attached hereto. In the event that seats are added to the top of the Field Level Tunnel Lid (which seats are referred to herein as "In-Fill Seats"), such In-Fill Seats shall only be installed in Plaza Level Sections 15 through 29. Prior to or concurrently with the installation of such In-Fill Seats, Transfer Seats and companion seats

then designated in Plaza Level Sections 15 through 29 shall be relocated to Rows 1 or 2 of Plaza Level Sections 30 through 45 in locations to be agreed upon by the Plaintiffs' Representative and Defendants' Representative and shall be located on a 36 inch wide path of travel that provides access to both the east end and the west end elevators.

4. Defendants will designate and provide additional Transfer Seats, ten at a time per twelve consecutive calendar month period during the Term following the Discount Expiration Date, if necessary, as determined in accordance with the next sentence. The obligation to install such additional Transfer Seats shall be triggered if at least 90 percent of the Transfer Seats Available For Sale are sold to Persons With Disabilities at not less than one half of all the events held at the Stadium in the twelve-consecutive calendar month period commencing on the Discount Expiration Date, or in any of the next three twelve-consecutive calendar month periods. Notwithstanding any provision to the contrary herein:

(a) The availability of Transfer Seats shall be tested in accordance with the Testing Procedures.

(b) Transfer Seats that are not Available For Sale shall not be counted for purposes of the Testing Procedures (ie. such seats shall not be counted in determining the number of Transfer Seats Available For Sale or the number of Transfer Seats sold for the purpose of determining whether the 90 percent sales' threshold is met).

(c) Any Transfer Seats which are purchased by the City pursuant to the Chargers Occupancy Agreement, or which are distributed by any Event Sponsor on a complimentary basis, or which are sold to the general public within the Two-Day Window, shall not be counted in determining the number of such seats sold for the purpose of determining whether the 90 percent sales' threshold is met.

5. On or before April 1, 2001, to the extent permitted by law, City will lower any railings in front of Transfer Seats for the purpose of improving the view of Transfer Seat patrons in locations designated by Plaintiffs' Representative.

6. On or before April 1, 2001, City will identify all Transfer Seats with the International Symbol of Accessibility. Any seats installed or designated as Transfer Seats after September 1, 2000 shall be identified with the International Symbol of Accessibility upon such installation or designation.

7. All Stadium seats designated as Transfer Seats (and companion seats thereto) from and after the Effective Date will be made available for sale as Transfer Seats in accordance with the terms hereof immediately after such designation is made.

SAN DIEGO PADRES TRANSFER SEATING DESIGNATIONS
SCHEDULE A-1

LEVEL/SECTION	ROW(S)	SEAT(S)	TRANSFER	TRANSFER
				COMPAN
FIELD INFIELD				
FIELD 36	23	1 & 2	1	1
TOTAL FIELD			1	1

LEVEL/SECTION	ROW(S)	SEAT(S)	TRNS/AA#	TRNS CMP
PLAZA INFIELD				
PLAZA 21	1 & 2	1 & 17	4	
PLAZA 21	1 & 2	2 & 16		4
PLAZA 21	23	1	1	
PLAZA 21	23	2		1
PLAZA 22	1 & 2	1 & 17	4	
PLAZA 22	1 & 2	2 & 16		4
PLAZA 22	23	1	1	
PLAZA 22	23	2		1
PLAZA 23	1 & 2	1 & 17	4	
PLAZA 23	1 & 2	2 & 16		4
PLAZA 24	1 & 2	1 & 17	4	
PLAZA 24	1 & 2	2 & 16		4
PLAZA 24	23	1 & 12	2	
PLAZA 24	23	2 & 11		2
PLAZA 26	1 & 2	1 & 9	4	
PLAZA 26	1 & 2	2 & 8		4
*PLAZA 26	23	1	1	
*PLAZA 26	23	2		1
PLAZA 27	2	1 & 9	2	
PLAZA 27	2	2 & 8		2
PLAZA 27	23	1	1	
PLAZA 27	23	2		1
PLAZA 28	2	1 & 9	2	
PLAZA 28	2	2 & 8		2
PLAZA 28	23	1	1	
PLAZA 28	23	2		1
PLAZA 29	2	1 & 9	2	
PLAZA 29	2	2 & 8		2
PLAZA 29	23	1	1	
PLAZA 29	23	2		1
PLAZA 30	2	1 & 9	2	
PLAZA 30	2	2 & 8		2
PLAZA 30	23	1	1	
PLAZA 30	23	2		1
*PLAZA 31	23	1	1	
*PLAZA 31	23	2		1
PLAZA 34	1 & 2	1 & 17	4	
PLAZA 34	1 & 2	2 & 16		4
PLAZA 34	23	1 & 11	2	
PLAZA 34	23	2 & 10		2
PLAZA 34	24	1 & 12	2	
PLAZA 34	24	2 & 11		2
PLAZA 35	1 & 2	1 & 17	4	
PLAZA 35	1 & 2	2 & 16		4
PLAZA 36	1 & 2	1 & 17	4	
PLAZA 36	1 & 2	2 & 16		4

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*PLAZA 36	24	1	1	
PLAZA 36	24	16	1	
Subtotal PL INF			56	54
LEVEL/SECTION	ROW(S)	SEAT(S)	TRNS/AA#	TRNS CMP
PLAZA OUTFIELD				
PLAZA 16	1	1	1	
PLAZA 16	1	2		1
PLAZA 18	1	1 & 17	2	
PLAZA 18	1	2 & 16		2
PLAZA 18	23	1 & 12	2	
PLAZA 18	23	2 & 11		2
PLAZA 19	1	1 & 17	2	
PLAZA 19	23	1	1	
PLAZA 19	23	2		1
PLAZA 20	1	1 & 17	2	
PLAZA 20	1	2 & 16		2
PLAZA 37	1	1 & 17	2	
PLAZA 37	1	2 & 16		2
PLAZA 37	23	1 & 12	2	
PLAZA 37	23	2 & 11		2
PLAZA 37	24	2 & 12	2	
PLAZA 37	24	3 & 11		2
PLAZA 38	23	1 & 11	2	
PLAZA 38	23	2 & 10		2
PLAZA 38	24	1 & 11	2	
PLAZA 38	24	2 & 10		2
PLAZA 41	1	1 & 9	2	
PLAZA 41	1	2 & 8		2
PLAZA 41	23	1	1	
PLAZA 41	23	2		1
PLAZA 42	23	1	1	
PLAZA 42	23	2		1
PLAZA 43	23	1	1	
PLAZA 43	23	2		1
PLAZA 47	1	1 & 17	2	
PLAZA 47	1	2 & 16		2
PLAZA 47	25	1 & 12	2	
PLAZA 47	25	2 & 11		2
PLAZA 47	24	1 & 12	2	
PLAZA 47	24	2 & 11		2
Subtotal Plaza			31	29

LEVEL/SECTION	ROW(S)	SEAT(S)	TRNS/AA#	TRNS CMP
PLAZA GRANDSTAND				
PLAZA 4	23	1 & 12	2	
PLAZA 4	23	2 & 11		2
PLAZA 4	24	1 & 12	2	
PLAZA 4	24	2 & 11		2
*PLAZA 5	1	1 & 17	2	
*PLAZA 5	1	2 & 16		2
PLAZA 7	23	1 & 12	2	
PLAZA 7	23	2 & 11		2
*PLAZA 8	1	17	1	
*PLAZA 8	1	16		1
*PLAZA 8	23	1	1	
*PLAZA 8	23	2		1
PLAZA 8	23	11	1	
PLAZA 8	23	10		1
PLAZA 8	24	1 & 11	2	
PLAZA 8	24	2 & 10		2
PLAZA 48	24	1 & 12	2	
PLAZA 48	23	1 & 12		2
PLAZA 49	23	1 & 14	2	
PLAZA 49	24	1 & 14		2
PLAZA 50	25	3 & 11	2	
PLAZA 50	25	4 & 10		2
PLAZA 51	25	3 & 11	2	
PLAZA 51	25	4 & 10		2
PLAZA 52	25	3 & 11	2	
PLAZA 52	25	4 & 10		2
PLAZA 53	25	3 & 10	2	
PLAZA 53	25	4 & 9		2
PLAZA 54	23	1 & 14	2	
PLAZA 54	23	2 & 13		2
PLAZA 54	24	1 & 14	2	
PLAZA 54	24	2 & 13		2
PLAZA 54	25	1 & 14	2	
PLAZA 54	25	2 & 13		2
PLAZA 55	23	1 & 12	2	
PLAZA 55	23	2 & 11		2
PLAZA 55	24	1 & 12	2	
PLAZA 55	24	2 & 11		2
PLAZA 55	25	1 & 12	2	
PLAZA 55	25	2 & 11		2
PLAZA 56	1	1 & 17	2	
PLAZA 56	1	2 & 16		2
PLAZA 56	23	1 & 12	2	
PLAZA 56	23	2 & 11		2
PLAZA 56	24	1 & 12	2	
PLAZA 56	24	2 & 11		2

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PLAZA 56	25	12	1	
PLAZA 56	25	11		1
Subtotal PI Grnd			44	44
LEVEL/SECTION	ROW(S)	SEAT(S)	TRNS/AA#	TRNS CMP
PLAZA BLEACHERS				
PLAZA 57	1	1 & 9	2	
PLAZA 57	1	2 & 8		2
PLAZA 58	21	1	1	
PLAZA 58	21	2		1
PLAZA 59	21	1	1	
PLAZA 60	23	1	1	
Subtotal PL Bldg			5	3
PLAZA TOTALS			136	130

LEVEL/SECTION	ROW(S)	SEAT(S)	TRNS/AA#	TRNS CMP
LOGE GRANDSTAND				
CLUB 1	12	1	1	
CLUB 1	12	2		1
CLUB/LOGE 5	12	1	1	
CLUB/LOGE 5	12	2		1
CLUB 9	9	1 & 18	2	
CLUB 9	9	2 & 17		2
CLUB 9	10	1	1	
CLUB 9	10	2		1
CLUB/LOGE 60	12	1 & 12	2	
CLUB/LOGE 60	12	2 & 11		2
Subtotal Lo Grn			7	7
LOGE				
CLUB/LOGE 10	9	1 & 18	2	
CLUB/LOGE 10	9	2 & 17		2
CLUB/LOGE 10	10	1	1	
CLUB/LOGE 10	10	2		1
CLUB/LOGE 14	12	1 & 11	2	
LOGE 17	16	1	1	
LOGE 17	16	2		1
LOGE 18	16	1	1	
LOGE 18	16	2		1
LOGE 19	16	1	1	
LOGE 19	16	2		1
LOGE 20	16	1	1	
LOGE 20	16	2		1
*LOGE 22	15	1	1	
*LOGE 22	15	2		1
*LOGE 22	16	1	1	
*LOGE 22	16	2		1
LOGE 24	15	20	1	
LOGE 24	15	19		1
LOGE 24	16	16	1	
LOGE 24	16	15		1
LOGE 25	16	1	1	
LOGE 25	16	2		1
LOGE 26	14	1	1	
LOGE 26	14	2		1
Subtotal Loge			15	13

LEVEL/SECTION	ROW(S)	SEAT(S)	TRNS/AA#	TRNS CMP
LOGE BLEACHERS				
LOGE 46	12	1 & 12	2	
LOGE 46	12	2 & 11		2
LOGE 47	12	1 & 14	2	
LOGE 47	12	2 & 13		2
LOGE 48	12	1 & 14	2	
LOGE 48	12	2 & 13		2
LOGE 49	12	1 & 9	2	
LOGE 49	12	2 & 8		2
LOGE 54	12	9	1	
LOGE 54	12	8		1
LOGE 55	12	1 & 14	2	
LOGE 55	12	2 & 13		2
LOGE 56	12	1 & 14	2	
LOGE 56	12	2 & 13		2
LOGE 57	11	16	1	
LOGE 57	11	15		1
LOGE 57	12	12	1	
LOGE 57	12	11		1
Subtotal Lo Blch			15	15
LOGE TOTALS			37	35

LEVEL/SECTION	ROW(S)	SEAT(S)	TRNS/AA#	TRNS CMP
CLUB INFIELD				
*CLUB 28	12	1 & 11	2	
*CLUB 28	12	2 & 10		2
*CLUB 29	11	16	1	
*CLUB 29	11	15		1
CLUB 32	11	1 & 16	2	
CLUB 32	11	2 & 15		2
CLUB 32	12	1 & 14	2	
CLUB 32	12	2 & 13		2
CLUB 33	12	1	1	
CLUB 33	12	2		1
CLUB 34	12	14	1	
CLUB 34	12	13		1
CLUB 35	6	1 & 18	2	
CLUB 35	6	2 & 17		2
CLUB 35	8	18	1	
CLUB 35	8	17		1
CLUB 35	10	1 & 18	2	
CLUB 35	10	2 & 17		2
CLUB 35	11	1 & 18	2	
CLUB 35	11	2 & 17		2
CLUB 35	12	1 & 14	2	
CLUB 35	12	2 & 13		2
CLUB 36	12	14	1	
CLUB 36	12	13		1
Subtotal CI Inf			19	19

LEVEL/SECTION	ROW(S)	SEAT(S)	TRNS/AA#	TRNS CMP
CLUB OUTFIELD				
*CLUB 37	12	1	1	
*CLUB 37	12	2		1
CLUB 38	12	1	1	
CLUB 38	12	2		1
CLUB 39	8	1 & 18	2	
CLUB 39	8	2 & 17		2
CLUB 39	9	1 & 18	2	
CLUB 39	9	2 & 17		2
CLUB 39	10	1 & 18	2	
CLUB 39	10	2 & 17		2
CLUB 39	11	1 & 18	2	
CLUB 39	11	2 & 17		2
CLUB 39	12	1 & 14	2	
CLUB 39	12	2 & 13		2
CLUB 40	9	1 & 18	2	
CLUB 40	9	2 & 17		2
CLUB 40	10	1 & 18	2	
CLUB 40	10	2 & 17		2
CLUB 40	11	1 & 18	2	
CLUB 40	11	2 & 17		2
CLUB 40	12	1 & 14	2	
CLUB 40	12	2 & 13		2
Subtotal Club			20	20
CLUB TOTALS			39	39

LEVEL/SECTION	ROW(S)	SEAT(S)	TRNS/AA#	TRNS CMP
PRESS				
PRESS 4	4	1 & 15	2	
PRESS 4	4	2 & 14		2
PRESS 4	5	1 & 15	2	
PRESS 4	5	2 & 14		2
PRESS 13	4	1 & 15	2	
PRESS 13	4	2 & 14		2
PRESS 13	5	1 & 15	2	
PRESS 13	5	2 & 14		2
PRESS 16	4	1 & 15	2	
PRESS 16	4	2 & 14		2
PRESS 16	5	1 & 15	2	
PRESS 16	5	2 & 14		2
PRESS 18	4	1 & 19	2	
PRESS 18	4	2 & 18		2
PRESS 18	5	1 & 19	2	
PRESS 18	5	2 & 18		2
PRESS 46	4	1 & 16	2	
PRESS 46	4	2 & 15		2
PRESS 46	5	1 & 16	2	
PRESS 46	5	2 & 15		2
PRESS 55	4	1 & 19	2	
PRESS 55	4	2 & 18		2
PRESS 56	4	1 & 19	2	
PRESS 56	4	2 & 18		2
PRESS 57	4	1 & 16	2	
PRESS 57	4	2 & 15		2
PRESS TOTALS			26	26

LEVEL/SECTION	ROW(S)	SEAT(S)	TRNS/AA#	TRNS CMP
VIEW				
VIEW 3	5A	7	1	
VIEW 3	5A	6		1
VIEW 4	5A	7	1	
VIEW 4	5A	6		1
VIEW 5	5A	7	1	
VIEW 5	5A	6		1
VIEW 6	5A	7	1	
VIEW 6	5A	6		1
VIEW 7	5A	7	1	
VIEW 7	5A	6		1
VIEW 8	5A	7	1	
VIEW 8	5A	6		1
VIEW 9	5A	7	1	
VIEW 9	5A	6		1
VIEW 10	5A	7	1	
VIEW 10	5A	6		1
VIEW 11	5A	7	1	
VIEW 11	5A	6		1
VIEW 12	5A	6	1	
VIEW 12	5A	5		1
VIEW 13	5A	6	1	
VIEW 13	5A	5		1
VIEW 14	5A	6	1	
VIEW 14	5A	5		1
VIEW 15	5A	6	1	
VIEW 15	5A	5		1
VIEW 16	5A	6	1	
VIEW 16	5A	5		1
VIEW 17	5A	6	1	
VIEW 17	5A	5		1
VIEW 18	5A	7	1	
VIEW 18	5A	6		1
VIEW 19	5A	7	1	
VIEW 19	5A	6		1
VIEW 20	5A	7	1	
VIEW 20	5A	6		1
VIEW 21	5A	7	1	
VIEW 21	5A	6		1
VIEW 22	5A	7	1	
VIEW 22	5A	6		1
VIEW 23	5A	7	1	
VIEW 23	5A	6		1
VIEW 24	5A	7	1	
VIEW 24	5A	6		1
VIEW 25	5A	7	1	
VIEW 25	5A	6		1

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VIEW 26	5A	7	1	
VIEW 26	5A	6		1
VIEW 27	5A	6	1	
VIEW 27	5A	5		1
VIEW 28	5A	6	1	
VIEW 28	5A	5		1
VIEW 29	5A	6	1	
VIEW 29	5A	5		1
VIEW 30	5A	6	1	
VIEW 30	5A	5		1
VIEW 31	5A	6	1	
VIEW 31	5A	5		1
VIEW 32	5A	6	1	
VIEW 32	5A	5		1
VIEW 33	5A	6	1	
VIEW 33	5A	5		1
VIEW 34	5A	6	1	
VIEW 34	5A	5		1
VIEW 35	5A	7	1	
VIEW 35	5A	6		1
VIEW 36	5A	7	1	
VIEW 36	5A	6		1
VIEW 37	5A	7	1	
VIEW 37	5A	6		1
VIEW 38	5A	7	1	
VIEW 38	5A	6		1
VIEW 39	5A	7	1	
VIEW 39	5A	6		1
VIEW 40	5A	7	1	
VIEW 40	5A	6		1
VIEW 41	5A	7	1	
VIEW 41	5A	6		1
VIEW 43	5	11	1	
VIEW 43	5	10		1
VIEW 44	5	10	1	
VIEW 44	5	9		1
VIEW 45	5	11	1	
VIEW 45	5	10		1
VIEW 46	5	11	1	
VIEW 46	5	10		1
VIEW 48	5	13	1	
VIEW 48	5	12		1
VIEW 49	5	1	1	
VIEW 49	5	2		1
VIEW 54	5	9	1	
VIEW 54	5	8		1
VIEW 55	5	9	1	
VIEW 55	5	8		1
VIEW 57	5	9	1	

San Diego Padres
Transfer Seat Designations
Schedule A-1
FINAL

VIEW 57	5	8		1
VIEW 58	5	9	1	
VIEW 58	5	8		1

[illegible]

SCHEDULE A-2
NON-PADRE EVENTS
TRANSFER SEATING

<u>LEVEL</u>	<u>SECTION</u>	<u>ROW</u>	<u>SEAT(S)</u>	<u>AA</u> <u>QUANTITY</u>	<u>COMPANION</u> <u>QUANTITY</u>	<u>TOTAL</u>
FIELD	2	new *	1	1		
FIELD	2	new *	2		1	
FIELD	4	new *	1	1		
FIELD	4	new *	2		1	
FIELD	6	new *	1	1		
FIELD	6	new *	2		1	
FIELD	8	new *	1	1		
FIELD	8	new *	2		1	
FIELD	10	new *	1	1		
FIELD	10	new *	2		1	
FIELD	32	24	1	1		
FIELD	32	24	2		1	
FIELD	34	24	1	1		
FIELD	34	24	2		1	
FIELD	36	23	1	1		
FIELD	36	23	2		1	
FIELD	36	24	1	1		
FIELD	36	24	2		1	
FIELD	38	24	1	1		
FIELD	38	24	2		1	
FIELD	38	new *	1	1		
FIELD	38	new *	2		1	
FIELD	40	new *	1	1		
FIELD	40	new *	2		1	
FIELD	44	new *	1	1		
FIELD	44	new *	2		1	
				<u>13</u>	<u>13</u>	<u>26</u>

New * - armless aisle and companion intended to be adjacent to new wheelchair locations at railing at base of plaza

LOGE	17	16	1	1		
LOGE	17	16	2		1	
LOGE	18	16	1	1		
LOGE	18	16	2		1	
LOGE	19	16	1	1		
LOGE	19	16	2		1	
LOGE	20	16	1	1		
LOGE	22	16	1	1		
LOGE	23	16	1	1		
LOGE	23	16	2		1	
LOGE	24	16	1	1		
LOGE	24	16	2		1	
LOGE	25	16	1	1		

NON-PADRE EVENT TRANSFER SEATING

<u>LEVEL</u>	<u>SECTION</u>	<u>ROW</u>	<u>SEAT(S)</u>	<u>AA QUANTITY</u>	<u>COMPANION QUANTITY</u>	<u>TOTAL</u>
LOGE	25	16	2		1	
LOGE	46	12	1,12	2		
LOGE	46	12	2		1	
LOGE	47	12	1, 14	2		
LOGE	48	12	1, 14	2		
LOGE	49	12	1	1		
LOGE	54	12	9	1		
LOGE	55	12	1,14	2		
LOGE	56	12	1,14	2		
LOGE	57	12	1,12	2		
LOGE	57	12	2		1	
				<u>22</u>	<u>8</u>	<u>30</u>
CLUB	1	12	1, 11	2		
CLUB	5	12	1, 14	2		
CLUB	5	12	2, 13		2	
CLUB	9	9	1, 14	2		
CLUB	9	9	2		1	
CLUB	9	10	1, 14	2		
CLUB	9	10	2		1	
CLUB	10	9	1, 14	2		
CLUB	10	9	13		1	
CLUB	10	10	1, 14	2		
CLUB	10	10	13		1	
CLUB	14	12	1, 11	2		
CLUB	32	9	1, 14	2		
CLUB	32	9	2		1	
CLUB	32	10	1, 14	2		
CLUB	32	10	2		1	
CLUB	33	9	1, 14	2		
CLUB	33	9	13		1	
CLUB	33	10	1, 14	2		
CLUB	33	10	13		1	
CLUB	39	9	1, 14	2		
CLUB	39	9	2		1	
CLUB	39	10	1, 14	2		
CLUB	39	10	2		1	
CLUB	40	9	1, 14	2		
CLUB	40	9	13		1	
CLUB	40	10	1, 14	2		
CLUB	40	10	13		1	
CLUB	43	12	1,11	2		
CLUB	44	12	1,11	2		
				<u>34</u>	<u>14</u>	<u>48</u>

Note: seats designated as 13 & 14 in club level are intended to be last two seats in row after console

NON-PADRE EVEN TRANSFER SEATING

<u>LEVEL</u>	<u>SECTION</u>	<u>ROW</u>	<u>SEAT(S)</u>	<u>AA QUANTITY</u>	<u>COMPANION QUANTITY</u>	<u>TOTAL</u>
PLAZA	3	1	1, 17	2		
PLAZA	3	1	2		1	
PLAZA	4	23	1, 12	2		
PLAZA	4	23	2, 11		2	
PLAZA	5	1	1,17	2		
PLAZA	5	1	16		1	
PLAZA	5	23	1,12	2		
PLAZA	5	23	2, 11		2	
PLAZA	6	22	1,19	2		
PLAZA	6	22	2, 11		2	
PLAZA	6	23	1, 12	2		
PLAZA	6	23	2, 11		2	
PLAZA	7	23	1, 12	2		
PLAZA	7	23	2, 11		2	
PLAZA	8	23	1, 11	2		
PLAZA	8	23	2, 10		2	
PLAZA	11	1	1, 17	2		
PLAZA	11	1	2, 16		2	
PLAZA	11	23	1, 9	2		
PLAZA	11	23	2		1	
PLAZA	12	23	1	1		
PLAZA	12	23	2		1	
PLAZA	13	1	1, 17	2		
PLAZA	13	23	1	1		
PLAZA	13	23	2		1	
PLAZA	14	23	1	1		
PLAZA	15	23	1	1		
PLAZA	16	1	1, 17	2		
PLAZA	16	1	2, 16		2	
PLAZA	16	23	1, 9	2		
PLAZA	16	23	2		1	
PLAZA	18	23	1,12	2		
PLAZA	19	23	1	1		
PLAZA	20	23	1	1		
PLAZA	20	23	2		1	
PLAZA	21	1	1, 17	2		
PLAZA	21	23	1	1		
PLAZA	22	23	1	1		
PLAZA	23	23	1	1		
PLAZA	23	23	2		1	
PLAZA	24	23	1	1		
PLAZA	25	1	1, 17	2		
PLAZA	26	23	1	1		
PLAZA	27	23	1	1		
PLAZA	27	23	2		1	
PLAZA	28	23	1	1		

NON-PADRE EVEN

TRANSFER SEATING

<u>LEVEL</u>	<u>SECTION</u>	<u>ROW</u>	<u>SEAT(S)</u>	<u>AA QUANTITY</u>	<u>COMPANION QUANTITY</u>	<u>TOTAL</u>
PLAZA	28	23	2		1	
PLAZA	29	23	1	1		
PLAZA	29	23	2		1	
PLAZA	30	23	1	1		
PLAZA	30	23	2		1	
PLAZA	31	23	1	1		
PLAZA	31	23	2		1	
PLAZA	32	1	1, 17	2		
PLAZA	32	1	2, 16		2	
PLAZA	34	23	1,11	2		
PLAZA	34	23	2, 10		2	
PLAZA	34	24	1, 12	2		
PLAZA	34	24	2, 10		2	
PLAZA	35	1	1, 17	2		
PLAZA	35	1	2		1	
PLAZA	36	2	1, 17	2		
PLAZA	36	2	2, 16		2	
PLAZA	36	23	1,12	2		
PLAZA	36	23	2, 11		2	
PLAZA	37	23	1,12	2		
PLAZA	37	23	2, 11		2	
PLAZA	38	23	1,11	2		
PLAZA	38	23	2, 10		2	
PLAZA	39	1	1, 17	2		
PLAZA	39	1	2, 16		2	
PLAZA	41	1	1, 9	2		
PLAZA	41	1	8		1	
PLAZA	41	23	1	1		
PLAZA	41	23	2		1	
PLAZA	42	1	1, 9	2		
PLAZA	42	1	2, 8		2	
PLAZA	42	23	1	1		
PLAZA	42	23	2		1	
PLAZA	43	23	1	1		
PLAZA	43	23	2		1	
PLAZA	44	1	1, 10	2		
PLAZA	44	23	1	1		
PLAZA	45	1	1, 9	2		
PLAZA	45	1	8		1	
PLAZA	46	1	9	1		
PLAZA	47	23	1	1		
PLAZA	48	1	1,17	2		
PLAZA	48	23	1	1		
PLAZA	48	23	2		1	
PLAZA	49	1	1,17	2		
PLAZA	49	23	1	1		
PLAZA	49	23	2		1	
PLAZA	54	1	17	1		

NON-PADRE EVEN

TRANSFER SEATING

<u>LEVEL</u>	<u>SECTION</u>	<u>ROW</u>	<u>SEAT(S)</u>	<u>AA QUANTITY</u>	<u>COMPANION QUANTITY</u>	<u>TOTAL</u>
PLAZA	54	23	1,14	2		
PLAZA	55	23	1,12	2		
PLAZA	56	1	17	1		
PLAZA	56	23	1	1		
PLAZA	56	24	1	1		
				<u>94</u>	<u>55</u>	<u>149</u>

PRESS	4	4	1,15	2		
PRESS	4	4	2, 14		2	
PRESS	4	5	1,15	2		
PRESS	4	5	2, 14		2	
PRESS	11	4	1,15	2		
PRESS	11	4	2, 14		2	
PRESS	11	5	1,15	2		
PRESS	11	5	2, 14		2	
PRESS	13	4	1,15	2		
PRESS	13	4	2, 14		2	
PRESS	13	5	1,15	2		
PRESS	13	5	2, 14		2	
PRESS	16	4	1,15	2		
PRESS	16	5	1,15	2		
PRESS	18	4	1,19	2		
PRESS	18	5	1,19	2		
PRESS	46	4	1, 16	2		
PRESS	46	5	1, 16	2		
PRESS	47	4	1, 19	2		
PRESS	47	5	1	1		
				<u>27</u>	<u>12</u>	<u>39</u>

VIEW	1	5	8	1		
VIEW	3	5-A	7	1		
VIEW	4	5-A	7	1		
VIEW	4	5-A	6		1	
VIEW	5	5-A	7	1		
VIEW	5	5-A	6		1	
VIEW	6	5-A	7	1		
VIEW	6	5-A	6		1	
VIEW	7	5-A	7	1		
VIEW	7	5-A	6		1	
VIEW	8	5-A	7	1		
VIEW	8	5-A	6		1	
VIEW	9	5-A	7	1		
VIEW	9	5-A	6		1	
VIEW	10	5-A	7	1		

NON-PADRE EVEN TRANSFER SEATING

<u>LEVEL</u>	<u>SECTION</u>	<u>ROW</u>	<u>SEAT(S)</u>	<u>AA</u> <u>QUANTITY</u>	<u>COMPANION</u> <u>QUANTITY</u>	<u>TOTAL</u>
VIEW	11	5-A	7	1		
VIEW	12	5-A	6	1		
VIEW	13	5-A	6	1		
VIEW	14	5-A	6	1		
VIEW	15	5-A	6	1		
VIEW	16	5-A	6	1		
VIEW	17	5-A	6	1		
VIEW	18	5-A	7	1		
VIEW	19	5-A	7	1		
VIEW	20	5-A	7	1		
VIEW	21	5-A	7	1		
VIEW	22	5-A	7	1		
VIEW	23	5-A	7	1		
VIEW	24	5-A	7	1		
VIEW	25	5-A	7	1		
VIEW	26	5-A	7	1		
VIEW	27	5-A	6	1		
VIEW	28	5-A	6	1		
VIEW	29	5-A	6	1		
VIEW	30	5-A	6	1		
VIEW	31	5-A	6	1		
VIEW	32	5-A	6	1		
VIEW	33	5-A	7	1		
VIEW	34	5-A	7	1		
VIEW	34	5-A	6		1	
VIEW	35	5-A	7	1		
VIEW	35	5-A	6		1	
VIEW	36	5-A	7	1		
VIEW	36	5-A	6		1	
VIEW	37	5-A	7	1		
VIEW	37	5-A	6		1	
VIEW	38	5-A	7	1		
VIEW	38	5-A	6		1	
VIEW	39	5-A	7	1		
VIEW	39	5-A	6		1	
VIEW	40	5-A	7	1		
VIEW	41	5-A	25	1		
VIEW	43	5	11	1		
VIEW	44	5	10	1		
VIEW	45	5	11	1		
VIEW	46	5	11	1		
VIEW	48	5	13	1		
VIEW	49	5	1	1		
VIEW	54	5	8	1		
VIEW	55	5	8	1		
VIEW	57	5	8	1		
VIEW	58	5	8	1		
VIEW	59	5	8	1		

NON-PADRE EVEN TRANSFER SEATING

<u>LEVEL</u>	<u>SECTION</u>	<u>ROW</u>	<u>SEAT(S)</u>	<u>AA QUANTITY</u>	<u>COMPANION QUANTITY</u>	<u>TOTAL</u>
VIEW	60	5	8	1		
				<u>52</u>	<u>12</u>	<u>64</u>
TOTAL				<u>242</u>	<u>114</u>	<u>356</u>

In the event that any of the seats designated in this Schedule are displaced by the installation of Wheelchair Seating Pairs pursuant to the Agreement, then each such displaced seat shall be relocated to the same seat number in the same section in the row immediately below such displaced seat.

EXHIBIT "B"

Semi-Ambulatory Seating

1. (a) Defendants hereby designate at least 318 Semi-Ambulatory Seats in accordance with this Exhibit B. Defendants also hereby designate one additional adjacent seat which may or may not be a Semi-Ambulatory Seat) as a companion seat for at least 100 of such Semi-Ambulatory Seats in accordance with the terms of this Exhibit B. Each Semi-Ambulatory Seating Pair shall be sold only as a companion pair, at the option of the ticket purchaser, prior to the Two-Day Window. Semi-Ambulatory Seats shall be withheld from sale to the general public and may be sold only to persons requesting seats for persons with mobility impairments and, with respect to the companion seats, their companions, until the commencement of the Two-Day Window. During the Two-Day Window, all Semi-Ambulatory Seats and all companion seats thereto may be sold to the general public. For example, if an event is to be held at any time on a Sunday, tickets for Semi-Ambulatory Seats and companion seats thereto may be sold to the general public beginning the preceding Friday at 8:00 a.m. Further, during the Two-Day Window, persons with mobility impairments, in addition to wheelchair users, may purchase tickets in wheelchair locations throughout the Stadium as set forth in Paragraph 1 of Exhibit "C" attached hereto.

(b) Notwithstanding the foregoing, unless all Semi-Ambulatory Seats have been sold prior to the Two-Day Window, a total of four (4) Semi-Ambulatory Seats shall be held for sale only to persons requesting seats for persons with mobility impairments and their companions (provided a companion seat is available) until the time the event is scheduled to begin, irrespective of the commencement of the Two-Day Window.

(c) Notwithstanding anything to the contrary herein, with respect to any event held at the Stadium for which there is a Sell-Out, all Semi-Ambulatory Seats and all companion seats thereto (other than the four (4) Semi-Ambulatory Seats described in Paragraph 1(b) above) may be released for sale to the general public on the Sell-Out Date. Following any Sell-Out Date, persons with mobility impairments, in addition to wheelchair users, may purchase tickets in wheelchair locations throughout the Stadium as set forth in Paragraph 1 of Exhibit "C" attached hereto.

2. Seats designated as Semi-Ambulatory Seats and as companion seats thereto for Padres' games are set forth in Schedule "B-1" attached hereto. Immediately following the completion of the seating and wheelchair modifications in the Club and Plaza Levels as set forth herein, the Padres shall provide additional Semi-Ambulatory Seats and companion seats in the locations set forth in Schedule "B-2" attached hereto. Except as otherwise provided herein, Seats installed on the field level as designated in Schedule "B-2" shall be completed on or before April 1, 2002, which field level seats shall be installed on platforms constructed over the field level tunnel stair wells at Sections 31, 33, 35, 37, 39 and 41.

3. (a) Seats designated as Semi-Ambulatory Seats and as companion seats thereto for all events other than Padres' games are set forth in Schedule "B-3" attached hereto. In the event

that In-Fill Seats are added, such In-Fill Seats shall only be installed in Plaza Level Sections 15 through 29.

(b) On or before the installation of such In-Fill Seats, Semi-Ambulatory Seats and companion seats then designated in Plaza Level Sections 15 through 29 shall be relocated to Plaza Level Sections 30 through 45 in locations to be agreed upon by the Plaintiffs' Representative and Defendants' Representative and on a 36 inch wide path of travel that provides access to the east and west end elevators.

(c) If in the first (1st) full Chargers' season following the Contract Modification Completion Date Seats 5 and 6 in Row 9 of Club Level Sections 10 and 40 achieve an average sales rate better than Seat 2 in such Row and Sections, then the Semi-Ambulatory Seat designation shall thereafter be shifted from Seats 3 and 4 in such Row and Sections to Seats 5 and 6 in such Row and Sections. If in the first (1st) full Chargers' season following the Contract Modification Completion Date Seats 9 and 10 in Row 9 of Club Level Section 39 achieve an average sales rate better than Seat 13 in such Row and Section, then the Semi-Ambulatory Seat designation shall thereafter be shifted from Seats 11 and 12 in such Row and Sections to Seats 12 and 13 in such Row and Sections.

(d) Following the date on which the Padres no longer occupy the Stadium, the Chargers shall have the right to cause the City to remove the Semi-Ambulatory Seat platforms to be installed adjacent to the Plaza Level Tunnel Lid and in lieu thereof cause cuts to be made in the railing at the Plaza Level Tunnel Lid at Sections 32, 34, 36, 38, 40 and 42 and relocate the Field Level Semi-Ambulatory Seats from said platforms to the areas immediately adjacent to said railing cuts.

4. On or before April 1, 2001, to the extent permitted by law, City will lower any railings in front of Semi-Ambulatory Seats for the purpose of improving the view of semi-ambulatory individuals using such seats in locations designated by Plaintiffs' Representative.

5. On or before April 1, 2001, City will move Plaza Level Row 23 in Sections 8, 34, and 38 forward at least twelve inches to create a row of Semi-Ambulatory Seats at Plaza Level Row 24 in each of such sections (in addition to the Semi-Ambulatory Seats located in Row 23 of such sections). On or before April 1, 2001, Plaza Level Section 4 will be modified to conform with the design of Plaza Level Sections 8, 34, and 38, which modified Sections shall include Semi-Ambulatory Seats. On or before April 1, 2002, Plaza Level Sections 7 and 37 will be modified to conform with the design of Plaza Level Sections 8, 34, and 38, which modified Sections shall include Semi-Ambulatory Seats. On or before April 1, 2001, City shall paint a clearly visible sign on the floor at each end of the rows in such Sections containing Semi-Ambulatory Seats indicating that such rows are not to be used for through traffic and install similar signs that comply with the Standards on the pillars adjacent to the end of each such row. Throughout the Term, Defendants shall cause the ushers assigned to such seating areas to use reasonable efforts to instruct patrons entering such rows and patrons seated in seats immediately in front of such rows that such rows are not permitted to be used as a thoroughfare.

6. On or before April 1, 2001, City shall install two (2) television monitors in all areas where existing and future Semi-Ambulatory Seats have obstructed views of Stadium scoreboards. One of such monitors shall display a view of the main Stadium scoreboard and the other such monitor shall display the regular broadcast feed for the applicable Stadium event, except in the east end of the View Level or any other areas not under an overhang.

7. All Stadium seats designated as Semi-Ambulatory Seats and companion seats thereto from and after the Effective Date will be made available for sale as Semi-Ambulatory Seats in accordance with the terms hereof immediately after such designation is made.

SAN DIEGO PADRES SEMI-AMBULATORY SEATING DESIGNATIONS

PRIOR TO CONTRACT MODIFICATIONS

SCHEDULE B-1

LEVEL/SECTION	ROW(S)	SEAT(S)	SEMI-AMB	S-A CMP	
FIELD LEVEL					
TOTAL FIELD			0	0	
LEVEL/SECTION	ROW(S)	SEAT(S)	SEMI-AMB	S-A CMP	
PLAZA INFIELD					
PLAZA 21	1	5,7,9,11,13,15	6		
PLAZA 21	1	6,10,14		3	
PLAZA 22	1	5,7,9,13,15	5		
PLAZA 22	1	6,8		2	
PLAZA 23	1	3,5,7,9,11,13	6		
PLAZA 23	1	4,6,8,12		4	
PLAZA 24	1	3,5,7,10,12,14	6		
PLAZA 24	1	4,6,11,13		4	2
PLAZA 25	1	1,3,5,7,9,11,13,15,16	9		
PLAZA 25	1	2,4,8,17		4	
PLAZA 26	1	3,5,7	3		
PLAZA 26	1	4 & 6		2	
PLAZA 27	1	1,3,5,7,9	5		
PLAZA 27	1	2,4,6,8,		4	
PLAZA 28	1	1,3,5,7,9	5		
PLAZA 28	1	2,4,6,8		4	
PLAZA 29	1	1,3,5,7,9	5		
PLAZA 29	1	2,4,6,8		4	
PLAZA 30	1	1,3,5,7,9	5		
PLAZA 30	1	2,4,6,8		4	
PLAZA 32	1	1,3,5,7,9,11,13,15	8		
PLAZA 32	1	2,6,10,14		4	
PLAZA 33	1	1,5,9,13,17	5		
PLAZA 33	1	2,6,10,14		4	
PLAZA 34	1	3,5,7,11,14	5		
PLAZA 34	1	4,6,8		3	
PLAZA 34	23 & 24	3,5,7,9	8		
PLAZA 34	23 & 24	4,6,8		6	
PLAZA 35	1	3,5,7,9,11,13	6		
PLAZA 35	1	6,8,10		3	
PLAZA 36	1	3,5,7,9,11,13	6		
PLAZA 36	1	6,8,10		3	
Subtotal PL INF			93	58	

LEVEL/SECTION	ROW(S)	SEAT(S)	SEMI-AMB	S-A CMP	
PLAZA OUTFIELD					
PLAZA 10	1	1,3,9,13,15	5		
PLAZA 10	1	2,4,10,14		4	
PLAZA 11	1	3,5,9	3		
PLAZA 11	1	4		1	
PLAZA 12	1	3,5,9	3		
PLAZA 12	1	4		1	
PLAZA 13	1	3,5,9	3		
PLAZA 13	1	4		1	
PLAZA 14	1	3,5,9	3		
PLAZA 14	1	4		1	
PLAZA 15	1	3,5,8	3		
PLAZA 15	1	4		1	
PLAZA 16	1	3,5,7,9	4		
PLAZA 16	1	4 & 6		2	
PLAZA 17	1	3,5,9,13,17	5		
PLAZA 17	1	4,10,14,16		4	
PLAZA 18	1	5,7,10,13,15	5		
PLAZA 18	1	6,11,12,14		4	
PLAZA 19	1	3,5,7,13,15	5		
PLAZA 19	1	6,14,16,		3	
PLAZA 20	1	3,5,7,12,15	5		
PLAZA 20	1	6,8,16		3	
PLAZA 37	1	3,5,7,10,15	5		
PLAZA 37	1	4,6		2	
PLAZA 38	23 & 24	3,5,7,9	8		
PLAZA 38	23 & 24	4,6,8		6	
PLAZA 39	1	3,5,7,10,13	5		
PLAZA 39	1	4 & 6		2	
PLAZA 40	1	1,3,9,11,17	5		
PLAZA 40	1	2,4,10,16		4	
PLAZA 41	1	3,5,7	3		
PLAZA 41	1	2,4,6		3	
PLAZA 42	1	1,3,5,7,9	5		
PLAZA 42	1	2,4,6,8		4	
PLAZA 43	1	1,3,5,7,9	5		
PLAZA 43	1	2,4,6,8		4	
PLAZA 44	1	1,5,9	3		
PLAZA 44	1	2,6		2	
PLAZA 45	1	1,3,5,7,9	5		
PLAZA 45	1	2,4,6,8		4	
PLAZA 46	1	1,3,5,7,9	5		
PLAZA 46	1	2,4,6,8		8	
PLAZA 47	1	3,7,11,15	4		
PLAZA 47	1	4,8,12		3	
Subtotal Plaza			98	67	

San Diego Padres
Semi-Ambulatory Seat Designations
Schedule B-1
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LEVEL/SECTION	ROW(S)	SEAT(S)	SEMI-AMB	S-A CMP	
PLAZA GRANDSTAND					
PLAZA 2	1	3,7,12	3		
PLAZA 2	1	4,8,11		3	
PLAZA 3	1	1 & 17	2		
PLAZA 3	1		2	1	
PLAZA 4	1	1,3,5,15	4		
PLAZA 4	1	2,4,14		3	
PLAZA 4	23 & 24	3,6,7,10	8		
PLAZA 4	23 & 24	4,5,8,9		8	
PLAZA 5	1	3,5,13,15	4		
PLAZA 5	1	4,14		2	
PLAZA 8	1	1 & 10	2		
PLAZA 8	1	2 & 9		1	
PLAZA 8	23 & 24	3,6,7,10	8		
PLAZA 8	23 & 24	4,5,8,9		8	
PLAZA 9	1	5 & 7	2		
PLAZA 9	1		6	1	
PLAZA 49	26		2	1	
PLAZA 49	26		3	1	
PLAZA 50	26		1	1	
PLAZA 50	26		2	1	
PLAZA 51	26	1 & 13	2		
PLAZA 51	26		2	1	
PLAZA 52	26	1 & 13	2		
PLAZA 52	26		2	1	
PLAZA 53	26	1 & 12	2		
PLAZA 53	26		2	1	
Subtotal PI Grnd			41	32	
PLAZA BLEACHERS					
Subtotal PL Blch			0	0	
PLAZA TOTALS			231	157	

LEVEL/SECTION	ROW(S)	SEAT(S)	SEMI-AMB	S-A CMP	
LOGE GRANDSTAND					
CLUB/LOGE 6	1	1 & 5	2		
CLUB/LOGE 6	1	2		1	
CLUB/LOGE 7	1	1 & 5	2		
CLUB/LOGE 8	1	1 & 5	2		
CLUB 9	1	1 & 5	2		
CLUB 9	1	2 & 6		2	
Subtotal Lo Grn			8	3	
LOGE					
LOGE 17	1	1,4,7,10	4		
LOGE 18	1	1,4,7,10	4		
LOGE 22	1	1,4,7,10	4		
LOGE 23	1	1,4,7,10	4		
LOGE 24	1	1,4,7,10	4		
LOGE 25	1	1,4,7,10	4		
LOGE 26	1	1,3,8	3		
LOGE 26	1	2		1	
LOGE 27	1	1,3,7,	3		
LOGE 27	1	2		1	
Subtotal Loge			30	2	
LOGE BLEACHERS					
Subtotal Lo Blch			0	0	
LOGE TOTALS					
			52	19	

LEVEL/SECTION	ROW(S)	SEAT(S)	SEMI-AMB	S-A CMP	
CLUB INFIELD					
CLUB 28	1	1,3,6,9,13	5		
CLUB 28	1		2	1	
CLUB 29	1	1,3,6,9,13	5		
CLUB 29	1		2	1	
CLUB 30	1	1,3,6,9,13	5		
CLUB 30	1		2	1	
CLUB 31	1	1,3,6,9,13	5		
CLUB 31	1		2	1	
CLUB 32	1	1,5,8,13	4		
CLUB 32	1		2	1	
CLUB 33	1	1,5,6,9	4		
CLUB 33	1		2	1	
CLUB 34	1	3,5,8	3		
CLUB 34	1		4	1	
CLUB 35	1	3,6,8,11	4		
CLUB 35	1		7	1	
CLUB 36	1	3,6,8,11	4		
CLUB 36	1		7	1	
Subtotal CI Inf			39	9	
CLUB OUTFIELD					
CLUB 37	1	1,3,5,8	4		
CLUB 37	1	2,4		2	
CLUB 38	1	1,3,5,8	4		
CLUB 38	1	2,4		2	
CLUB 39	1	1,3,5,7,9,11,13	7		
CLUB 39	1	4,6,10,12		4	
CLUB 40	1	1,3,5,7,9,11,13	7		
CLUB 40	1	2,4,6,8,10,12		6	
CLUB 41	1	1,3,7,12	4		
CLUB 41	1	2,4,8,13		4	
CLUB 42	1	1 & 5	2		
CLUB 42	1		2	1	
CLUB 43	1	1 & 5	2		
CLUB 43	1		2	1	
Subtotal Club			30	20	
CLUB TOTALS					
			69	29	

LEVEL/SECTION	ROW(S)	SEAT(S)	SEMI-AMB	S-A CMP	
PRESS					
PRESS 6	1	21	1		
PRESS 6	1	20		1	
PRESS 7	1	3,5,9	3		
PRESS 7	1	4,6,10		3	
PRESS 14	1	1,5,9	3		
PRESS 14	1	2,6,10		3	
PRESS 15	1	1,5,9	3		
PRESS 15	1	2		1	
PRESS 17	1	1,3,5,7,13,15,17,19	8		
PRESS 17	1	2,4,6,14,16,18		6	
PRESS 18	1	1,4,7,12,18	5		
PRESS 18	1	2,3,8,11,17		5	
PRESS 19	1	1,5,9	3		
PRESS 19	1	2,6,10		3	
PRESS 20	1	11,13,14,17	5		
PRESS 20	1	12,15,16		3	
PRESS 21	1	1 & 3	2		
PRESS 21	1	2,4		2	
PRESS 40	1	6	1		
PRESS 40	1	5		1	
PRESS 41	1	14	1		
PRESS 41	1	13		1	
PRESS 42	1	15	1		
PRESS 42	1	14		1	
PRESS 43	1	15	1		
PRESS 43	1	14		1	
PRESS 44	1	1	1		
PRESS 44	1	2		1	
PRESS 59	1	12	1		
PRESS 59	1	13		1	
PRESS TOTALS			39	33	
VIEW TOTALS			0	0	
			SEMI-AMB	S-A CMP	
FIELD TOTALS			0	0	
PLAZA TOTALS			231	157	
LOGE TOTALS			52	19	
CLUB TOTALS			69	29	
PRESS TOTALS			39	33	
VIEW TOTALS			0	0	
GRAND TOTALS			391	238	

San Diego Padres
Semi-Ambulatory Seat Designations
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SAN DIEGO PADRES SEMI-AMBULATORY SEATING DESIGNATIONS

AFTER CONTRACT MODIFICATIONS

SCHEDULE B-2

LEVEL/SECTION	ROW(S)	SEAT(S)	SEMI-AMB	S-A CMP			
FIELD LEVEL *					* These seats are located		
FIELD 31	Platform	1 & 4	2		on platforms which shall		
FIELD 31	Platform	2 & 3		2	be constructed over the		
FIELD 33	Platform	1 & 4	2		field tunnel stair wells		
FIELD 33	Platform	2 & 3		2	no later than April 1, 2002.		
FIELD 35	Platform	1 & 4	2				
FIELD 35	Platform	2 & 3		2			
FIELD 37	Platform	1 & 4	2				
FIELD 37	Platform	2 & 3		2			
FIELD 39	Platform	1 & 4	2				
FIELD 39	Platform	2 & 3		2			
FIELD 41	Platform	1 & 4	2				
FIELD 41	Platform	2 & 3		2			
TOTAL FIELD			12	12			

LEVEL/SECTION	ROW(S)	SEAT(S)	SEMI-AMB	S-A CMP
PLAZA INFIELD				
PLAZA 21	1	5,7,9,11,13,15	6	
PLAZA 21	1	6,10,14		3
PLAZA 22	1	5,7,9,13,15	5	
PLAZA 22	1	6,8		2
PLAZA 23	1	3,5,7,9,11,13	6	
PLAZA 23	1	4,6,8,12		4
PLAZA 24	1	3,5,7,10,12,14	6	
PLAZA 24	1	4,6,11,13		4
PLAZA 25	1	1,3,5,7,9,11,13,15,16	9	
PLAZA 25	1	2,4,8,17		4
PLAZA 26	1	3,5,7	3	
PLAZA 26	1	4 & 6		2
PLAZA 27	1	1,3,5,7,9	5	
PLAZA 27	1	2,4,6,8,		4
PLAZA 28	1	1,3,5,7,9	5	
PLAZA 28	1	2,4,6,8		4
PLAZA 29	1	1,3,5,7,9	5	
PLAZA 29	1	2,4,6,8		4
PLAZA 30	1	1,3,5,7,9	5	
PLAZA 30	1	2,4,6,8		4
PLAZA 32	1	1,3,5,7,9,11,13,15	8	
PLAZA 32	1	2,6,10,14		4
PLAZA 33	1	1,5,9,13,17	5	
PLAZA 33	1	2,6,10,14		4
PLAZA 34	1	3,5,7,11,14	5	
PLAZA 34	1	4,6,8		3
PLAZA 34	23 & 24	3,5,7,9	8	
PLAZA 34	23 & 24	4,6,8		6
PLAZA 35	1	3,5,7,9,11,13	6	
PLAZA 35	1	6,8,10		3
PLAZA 36	1	3,5,7,9,11,13	6	
PLAZA 36	1	6,8,10		3
Subtotal PL INF			93	58
LEVEL/SECTION	ROW(S)	SEAT(S)	SEMI-AMB	S-A CMP
PLAZA OUTFIELD				
PLAZA 10	1	1,3,9,13,15	5	
PLAZA 10	1	2,4,10,14		4
PLAZA 11	1	3,5,9	3	
PLAZA 11	1		4	1
PLAZA 12	1	3,5,9	3	
PLAZA 12	1		4	1
PLAZA 13	1	3,5,9	3	
PLAZA 13	1		4	1
PLAZA 14	1	3,5,9	3	
PLAZA 14	1		4	1

PLAZA 15	1	3,5,8	3	
PLAZA 15	1	4		1
PLAZA 16	1	3,5,7,9	4	
PLAZA 16	1	4 & 6		2
PLAZA 17	1	3,5,9,13,17	5	
PLAZA 17	1	4,10,14,16		4
PLAZA 18	1	5,7,10,13,15	5	
PLAZA 18	1	6,11,12,14		4
PLAZA 19	1	3,5,7,13,15	5	
PLAZA 19	1	6,14,16,		3
PLAZA 20	1	3,5,7,12,15	5	
PLAZA 20	1	6,8,16		3
PLAZA 37	1	3,5,7,10,15	5	
PLAZA 37	1	4,6		2
PLAZA 37	23 & 24	3,5,7,9	8	
PLAZA 37	23 & 24	4,6,8		6
PLAZA 38	23 & 24	3,5,7,9	8	
PLAZA 38	23 & 24	4,6,8		6
PLAZA 39	1	3,5,7,10,13	5	
PLAZA 39	1	4 & 6		2
PLAZA 40	1	1,3,9,11,17	5	
PLAZA 40	1	2,4,10,16		4
PLAZA 41	1	3,5,7	3	
PLAZA 41	1	2,4,6		3
PLAZA 42	1	1,3,5,7,9	5	
LEVEL/SECTION	ROW(S)	SEAT(S)	SEMI-AMB	S-A CMP
PLAZA 42	1	2,4,6,8		4
PLAZA 43	1	1,3,5,7,9	5	
PLAZA 43	1	2,4,6,8		4
PLAZA 44	1	1,5,9	3	
PLAZA 44	1	2,6		2
PLAZA 45	1	1,3,5,7,9	5	
PLAZA 45	1	2,4,6,8		4
PLAZA 46	1	1,3,5,7,9	5	
PLAZA 46	1	2,4,6,8		8
PLAZA 47	1	3,7,11,15	4	
PLAZA 47	1	4,8,12		3
Subtotal Plaza			105	73
PLAZA GRANDSTAND				
PLAZA 2	1	3,7,12	3	
PLAZA 2	1	4,8,11		3
PLAZA 3	1	1 & 17	2	
PLAZA 3	1	2		1
PLAZA 4	1	1,3,5,15	4	
PLAZA 4	1	2,4,14		3
PLAZA 4	23 & 24	3,6,7,10	8	
PLAZA 4	23 & 24	4,5,8,9		8

PLAZA 5	1	3,5,13,15	4	
PLAZA 5	1	4,14		2
PLAZA 7	23	3,5,7,9	4	
PLAZA 7	23	4,6,8		3
PLAZA 7	24	3,4,5,6	4	
PLAZA 8	1	1 & 10	2	
PLAZA 8	1	2 & 9		1
PLAZA 8	23 & 24	3,6,7,10	8	
PLAZA 8	23 & 24	4,5,8,9		8
PLAZA 9	1	5 & 7	2	
PLAZA 9	1	6		1
PLAZA 49	26	2	1	
PLAZA 49	26	3		1
PLAZA 50	26	1	1	
PLAZA 50	26	2		1
PLAZA 51	26	1 & 13	2	
PLAZA 51	26	2		1
PLAZA 52	26	1 & 13	2	
PLAZA 52	26	2		1
PLAZA 53	26	1 & 12	2	
PLAZA 53	26	2		1
Subtotal PI Grnd			57	38
PLAZA BLEACHERS				
Subtotal PL Blch			0	0
PLAZA TOTALS				
			247	166

LEVEL/SECTION	ROW(S)	SEAT(S)	SEMI-AMB	S-A CMP
LOGE GRANDSTAND				
CLUB/LOGE 6	1	1 & 5	2	
CLUB/LOGE 6	1	2		1
CLUB/LOGE 7	1	1 & 5	2	
CLUB/LOGE 8	1	1 & 5	2	
CLUB 9	1	1 & 5	2	
CLUB 9	1	2 & 6		2
CLUB 9	9	3,5,7,9,11,13,15	7	
CLUB 9	9	4,6,8,10,12,14,16		7
CLUB 10	9	3,5,7,9,11,13,15	7	
CLUB 10	9	4,6,8,10,12,14,16		7
Subtotal Lo Grn			22	17
LOGE				
LOGE 17	1	1,4,7,10	4	
LOGE 18	1	1,4,7,10	4	
LOGE 22	1	1,4,7,10	4	
LOGE 23	1	1,4,7,10	4	
LOGE 24	1	1,4,7,10	4	
LOGE 25	1	1,4,7,10	4	
LOGE 26	1	1,3,8	3	
LOGE 26	1	2		1
LOGE 27	1	1,3,7,	3	
LOGE 27	1	2		1
Subtotal Loge			30	2
LOGE BLEACHERS				
Subtotal Lo Blich			0	0
LOGE TOTALS				
			52	19

LEVEL/SECTION	ROW(S)	SEAT(S)	SEMI-AMB	S-A CMP
CLUB INFIELD				
CLUB 28	1	1,3,6,9,13	5	
CLUB 28	1	2		1
CLUB 29	1	1,3,6,9,13	5	
CLUB 29	1	2		1
CLUB 30	1	1,3,6,9,13	5	
CLUB 30	1	2		1
CLUB 31	1	1,3,6,9,13	5	
CLUB 31	1	2		1
CLUB 32	1	1,5,8,13	4	
CLUB 32	1	2		1
CLUB 33	1	1,5,6,9	4	
CLUB 33	1	2		1
CLUB 34	1	3,5,8	3	
CLUB 34	1	4		1
CLUB 35	1	3,6,8,11	4	
CLUB 35	1	7		1
CLUB 36	1	3,6,8,11	4	
CLUB 36	1	7		1
Subtotal CI Inf			39	9

LEVEL/SECTION	ROW(S)	SEAT(S)	SEMI-AMB	S-A CMP
CLUB OUTFIELD				
CLUB 37	1	1,3,5,8	4	
CLUB 37	1	2,4		2
CLUB 38	1	1,3,5,8	4	
CLUB 38	1	2,4		2
CLUB 39	1	1,3,5,7,9,11,13	7	
CLUB 39	1	4,6,10,12		4
CLUB 39	9	3,5,7,9,11,13,15	7	
CLUB 39	9	4,6,8,10,12,14,16		7
CLUB 40	1	1,3,5,7,9,11,13	7	
CLUB 40	1	2,4,6,8,10,12		6
CLUB 40	9	3,5,7,9,11,13,15	7	
CLUB 40	9	4,6,8,10,12,14,16		7
CLUB 41	1	1,3,7,12	4	
CLUB 41	1	2,4,8,13		4
CLUB 42	1	1 & 5	2	
CLUB 42	1	2		1
CLUB 43	1	1 & 5	2	
CLUB 43	1	2		1
Subtotal Club			44	34
CLUB TOTALS			83	43

LEVEL/SECTION	ROW(S)	SEAT(S)	SEMI-AMB	S-A CMP
PRESS				
PRESS 6	1	21	1	
PRESS 6	1	20		1
PRESS 7	1	3,5,9	3	
PRESS 7	1	4,6,10		3
PRESS 14	1	1,5,9	3	
PRESS 14	1	2,6,10		3
PRESS 15	1	1,5,9	3	
PRESS 15	1	2		1
PRESS 17	1	1,3,5,7,13,15,17,19	8	
PRESS 17	1	2,4,6,14,16,18		6
PRESS 18	1	1,4,7,12,18	5	
PRESS 18	1	2,3,8,11,17		5
PRESS 19	1	1,5,9	3	
PRESS 19	1	2,6,10		3
PRESS 20	1	11,13,14,17	5	
PRESS 20	1	12,15,16		3
PRESS 21	1	1 & 3	2	
PRESS 21	1	2,4		2
PRESS 40	1	6	1	
PRESS 40	1	5		1
PRESS 41	1	14	1	
PRESS 41	1	13		1
PRESS 42	1	15	1	
PRESS 42	1	14		1
PRESS 43	1	15	1	
PRESS 43	1	14		1
PRESS 44	1	1	1	
PRESS 44	1	2		1
PRESS 59	1	12	1	
PRESS 59	1	13		1
PRESS TOTALS			39	33
VIEW TOTALS			0	0
			SEMI-AMB	S-A CMP
FIELD TOTALS			12	12
PLAZA TOTALS			247	166
LOGE TOTALS			52	19
CLUB TOTALS			83	43
PRESS TOTALS			39	33
VIEW TOTALS			0	0
GRAND TOTALS			433	273

San Diego Padres
Semi-Ambulatory Seat Designations
Schedule B-2
FINAL

SCHEDULE B-3
NON-PADRE EVENTS
SEMI-AMBULATORY SEATING

<u>LEVEL</u>	<u>SECTION</u>	<u>ROW</u>	<u>SEAT(S)</u>	<u>SA QUANTITY</u>	<u>COMPANION QUANTITY</u>	<u>TOTAL</u>
FIELD	31	(PLATFORM)	1, 4	2		
FIELD	31	(PLATFORM)	2, 3		2	
FIELD	33	(PLATFORM)	1, 4	2		
FIELD	33	(PLATFORM)	2, 3		2	
FIELD	35	(PLATFORM)	1, 4	2		
FIELD	35	(PLATFORM)	2, 3		2	
FIELD	37	(PLATFORM)	1, 4	2		
FIELD	37	(PLATFORM)	2, 3		2	
FIELD	39	(PLATFORM)	1, 4	2		
FIELD	39	(PLATFORM)	2, 3		2	
FIELD	41	(PLATFORM)	1, 4	2		
FIELD	41	(PLATFORM)	2, 3		2	
				<u>12</u>	<u>12</u>	<u>24</u>
LOGE	L15	1	5, 7	2		
LOGE	L15	1	6, 8		2	
LOGE	L16	1	3 - 6	4		
LOGE	L17	1	2, 4, 15, 17	4		
LOGE	L17	1	3, 16		2	
LOGE	L18	1	18	1		
LOGE	L18	1	17		1	
LOGE	L22	1	18	1		
LOGE	L22	1	17		1	
LOGE	L24	1	2, 4	2		
LOGE	L24	1	3, 5		2	
LOGE	L25	1	15, 17	2		
LOGE	L25	1	16		1	
LOGE	L26	1	10, 12	2		
LOGE	L26	1	11, 13		2	
LOGE	L45	1	5, 7	2		
LOGE	L45	1	6, 8		2	
LOGE	L46	1	13	1		
LOGE	L46	1	12		1	
LOGE	L47	1	2 & 17	2		
LOGE	L47	1	3		1	
LOGE	L48	1	18	1		
LOGE	L48	1	17		1	
				<u>24</u>	<u>16</u>	<u>40</u>
CLUB	C9	1	3, 4	2		
CLUB	C9	9 **	3, 5, 9	3		
CLUB	C9	9 **	4, 6		2	
CLUB	C9	10 **	5, 9	2		
CLUB	C10	1	8 - 10	3		

Schedule B-3

1

Final

NON-PADRE EVENT SEMI-AMBULATORY SEATING

<u>LEVEL</u>	<u>SECTION</u>	<u>ROW</u>	<u>SEAT(S)</u>	<u>SA QUANTITY</u>	<u>COMPANION QUANTITY</u>	<u>TOTAL</u>
CLUB	C10	9 **	3, 7, 11	3		
CLUB	C10	9 **	4, 8, 12		3	
CLUB	C10	10 **	4, 9	2		
CLUB	C10	10 **	5, 10		2	
CLUB	C32	1	3, 4, 7, 8	4		
CLUB	C33	1	5, 6, 9, 10	4		
CLUB	C39	9 **	5, 7, 11	3		
CLUB	C39	9 **	6, 8, 12		3	
CLUB	C39	10 **	5, 8, 11	3		
CLUB	C40	1	11 - 13	3		
CLUB	C40	9 **	3, 7, 8, 11	4		
CLUB	C40	9 **	4		1	
CLUB	C40	10 **	3, 7, 8, 11	4		
				<u>40</u>	<u>11</u>	<u>51</u>

Note: row 9 ** & row 10** are intended to be the two rows immediately behind the new wheelchair rows installed as part of this settlement

PLAZA	P1	1 *	4 - 7	4		
PLAZA	P3	1 *	8, 9, 16	3		
PLAZA	P4	1 *	1 - 3	3		
PLAZA	P4	23	3, 5 - 7	4		
PLAZA	P4	23	4, 8		2	
PLAZA	P4	24	3 - 5, 9,	4		
PLAZA	P4	24	6, 10		2	
PLAZA	P5	1 *	1	1		
PLAZA	P5	1 *	2		1	
PLAZA	P5	24	15	1		
PLAZA	P5	24	14		1	
PLAZA	P6	1 *	1, 2	2		
PLAZA	P6	24	2, 15	2		
PLAZA	P6	24	3, 14		2	
PLAZA	P7	1 *	7, 8	2		
PLAZA	P7	23	3, 5, 7, 9	4		
PLAZA	P7	23	4, 6, 8		3	
PLAZA	P7	24	3 - 6	4		
PLAZA	P8	23	3, 5, 6, 7, 9	5		
PLAZA	P8	23	4, 8		2	
PLAZA	P8	24	3, 5, 7, 9	4		
PLAZA	P8	24	4, 6, 8		3	
PLAZA	P9	1 *	14, 16	2		
PLAZA	P9	1 *	15		1	
PLAZA	P11	1 *	7	1		
PLAZA	P11	1 *	8		1	
PLAZA	P13	1 *	2	1		
PLAZA	P13	1 *	3		1	
PLAZA	P16	1 *	2- 5	4		
PLAZA	P18	1 *	2 - 6, 8, 10 - 14	11		

Schedule B-3

2

Final

NON-PADRE EVENT

SEMI-AMBULATORY SEATING

<u>LEVEL</u>	<u>SECTION</u>	<u>ROW</u>	<u>SEAT(S)</u>	<u>SA QUANTITY</u>	<u>COMPANION QUANTITY</u>	<u>TOTAL</u>
PLAZA	P18	1 *	7, 9		2	
PLAZA	P19	1 *	14 - 16	3		
PLAZA	P23	1 *	2 - 7	6		
PLAZA	P24	1 *	2 - 7	6		
PLAZA	P25	1 *	2 - 5	4		
PLAZA	P26	1 *	2 - 4	3		
PLAZA	P28	1 *	1 - 2	2		
PLAZA	P29	1 *	3 - 6	4		
PLAZA	P31	1 *	2	1		
PLAZA	P31	1 *	3		1	
PLAZA	P32	1 *	2	1		
PLAZA	P32	1 *	3		1	
PLAZA	P33	1 *	14 - 17	4		
PLAZA	P34	23	3, 5, 7, 9	4		
PLAZA	P34	23	4, 6, 8		3	
PLAZA	P34	24	3, 5, 7, 9	4		
PLAZA	P34	24	4, 6, 8		3	
PLAZA	P35	1 *	14 - 16	3		
PLAZA	P36	1 *	17	1		
PLAZA	P36	1 *	16		1	
PLAZA	P37	1 *	5, 10, 14	3		
PLAZA	P37	1 *	6, 9, 13		3	
PLAZA	P37	23	3, 5, 6, 8, 10	5		
PLAZA	P37	23	4, 7, 9		3	
PLAZA	P37	24	3, 5, 8, 9, 10	5		
PLAZA	P37	24	4, 7, 9		3	
PLAZA	P38	23	3, 5, 7, 9	4		
PLAZA	P38	23	4, 6, 8		3	
PLAZA	P38	24	3, 5, 7, 9	4		
PLAZA	P38	24	4, 6, 8		3	
PLAZA	P39	1 *	4	1		
PLAZA	P39	1 *	3		1	
PLAZA	P41	1 *	2, 4, 5	3		
PLAZA	P41	1 *	3		1	
PLAZA	P43	1 *	1	1		
PLAZA	P43	1 *	2		1	
PLAZA	P45	1 *	2	1		
PLAZA	P45	1 *	3		1	
PLAZA	P46	1 *	1 - 2	2		
PLAZA	P47	1 *	1 - 2	2		
PLAZA	P49	1 *	1 - 2	2		
PLAZA	P49	26	2, 15, 16	3		
PLAZA	P49	26	3		1	
PLAZA	P50	26	1	1		
PLAZA	P50	26	2		1	
PLAZA	P51	1 *	7, 9, 10	3		
PLAZA	P51	1 *	8		1	
PLAZA	P51	26	1, 13	2		
PLAZA	P51	26	2, 12		2	

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Final

NON-PADRE EVENT SEMI-AMBULATORY SEATING

<u>LEVEL</u>	<u>SECTION</u>	<u>ROW</u>	<u>SEAT(S)</u>	<u>SA QUANTITY</u>	<u>COMPANION QUANTITY</u>	<u>TOTAL</u>
PLAZA	P52	1 *	1, 2	2		
PLAZA	P52	26	1,13	2		
PLAZA	P53	26	1, 12	2		
PLAZA	P53	26	2, 11		2	
PLAZA	P54	1 *	1, 2	2		
PLAZA	P56	1 *	1, 2	2		
PLAZA	P58	1 *	1, 2	2		
PLAZA	P60	1 *	3, 4	2		
				<u>164</u>	<u>56</u>	<u>220</u>

Note: 1 * is intended to be the first row of the plaza after construction

PRESS	T3	1	4	1		
PRESS	T3	1	3		1	
PRESS	T5	1	14, 16	2		
PRESS	T5	1	13, 15		2	
PRESS	T6	1	21	1		
PRESS	T6	1	20		1	
PRESS	T7	1	4	1		
PRESS	T7	1	3		1	
PRESS	T8	1	1, 6	2		
PRESS	T8	1	2, 5		2	
PRESS	T9	1	19	1		
PRESS	T9	1	18		1	
PRESS	T10	1	16 - 19	4		
PRESS	T11	1	4	1		
PRESS	T11	1	3		1	
PRESS	T18	1	1	1		
PRESS	T18	1	2		1	
PRESS	T23	1	15	1		
PRESS	T23	1	14		1	
PRESS	T60	1	2, 14	2		
PRESS	T61	1	14	1		
				<u>18</u>	<u>11</u>	<u>29</u>

VIEW	V1	5	9, 11 - 17	8		
VIEW	V1	5	10		1	
VIEW	V43	5	10	1		
VIEW	V43	5	9		1	
VIEW	V44	5	1, 3 - 9	8		
VIEW	V44	5	2		1	
VIEW	V45	5	3, 5 - 10	7		
VIEW	V45	5	4		1	
VIEW	V48	5	3, 5 - 12	9		
VIEW	V48	5	4		1	

Schedule B-3

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Final

NON-PADRE EVENT SEMI-AMBULATORY SEATING

<u>LEVEL</u>	<u>SECTION</u>	<u>ROW</u>	<u>SEAT(S)</u>	<u>SA QUANTITY</u>	<u>COMPANION QUANTITY</u>	<u>TOTAL</u>
VIEW	V49	5	5	1		
VIEW	V49	5	4		1	
VIEW	V54	5	2, 4 - 7	5		
VIEW	V54	5	3		1	
VIEW	V55	5	12 - 18	7		
VIEW	V55	5	11		1	
VIEW	V59	5	11 - 16	6		
VIEW	V60	5	10 - 17	8		
				<u>60</u>	<u>8</u>	<u>68</u>
TOTAL				<u>318</u>	<u>114</u>	<u>432</u>

In the event that any of the seats designated in this Schedule are displaced by the installation of Wheelchair Seating Pairs pursuant to the Agreement, then each such displaced seat shall be relocated to the same seat number in the same section in the row immediately below such displaced seat.

EXHIBIT "C"

Wheelchair Seating

1. Wheelchair and companion seats. Except as provided herein, in addition to the currently existing Wheelchair Seating Pairs, on or before April 1, 2002, City shall complete the installation of one hundred and seventy two (172) Wheelchair Seating Pairs in the Stadium in accordance with the terms and conditions of this Agreement. The Wheelchair Seating Pairs shall be sold only to persons requesting seats for wheelchair users and their companions prior to the Two-Day Window or any Sell-Out Date. During the Two-Day Window and following any Sell-Out Date, Wheelchair Seating Pairs may be sold only to persons requesting seats for wheelchair users, their companions, and any other Persons With Disabilities. Such seats which are sold to persons requesting seats for Persons With Disabilities, other than wheelchair users, shall comply with the requirements of the Standards and Title 24 for Semi-Ambulatory Seats and/or Transfer Seats. Wheelchair Seating Pairs will be added in the following numbers at the following locations:

(a) Tunnel Lid-Top of Field Level. Sixty-six (66) Wheelchair Seating Pairs will be provided on the tunnel lid at the top of the Field Level Tunnel located at the bottom of the Plaza Level. The Wheelchair Seating Pairs will be located immediately adjacent to the railing and will be installed in Sections 2, 4, 6, 8, 10, 12, 14, 38, 40, 44, 59, and 61. The six Wheelchair Seating Pairs located in Sections 59 and 61 will be covered by a tarp during baseball games played at the Stadium.

(b) Field Level. During the times the Stadium is not used in a baseball configuration, City will add twenty (20) Wheelchair Seating Pairs in Field Level Sections 18 and 19. The parties agree that such Wheelchair Seating Pairs may be removed during the times the Stadium is used in a baseball configuration.

(c) Club Level

(i) Initial Installation. On or before April 1, 2002, a total of twenty-four (24) Wheelchair Seating Pairs (the "Initial Club Wheelchair Seating Pairs") shall be installed in the Club Level and located in Sections 9, 10, 39 and 40, which Initial Club Wheelchair Seating Pairs shall be accessible by ramps constructed immediately adjacent thereto. City will also install an accessible ramp between Club Level Sections 32 and 33. If feasible, the ramps will be constructed with a slope ratio not to exceed 1:14 (rise:run). In the event the ramps are constructed with a slope ratio greater than or equal to 1:14, ushers and other employees of Defendants shall be reasonably available to provide assistance to Persons With Disabilities who need assistance. In no event shall the slope ratio of such ramps exceed 1:12. All installations and construction required pursuant to this subparagraph 1(c)(i) shall be completed by City on or before April 1, 2002.

(ii) Additional Installation. City shall install eighteen (18) Wheelchair Seating Pairs adjacent to and accessed by ramps in the Club Level per twelve consecutive calendar month period during the Term following the Discount Expiration

Date not to exceed a total of fifty-six (56) Wheelchair Seating Pairs in the Club Level (in addition to, and exclusive of, the Initial Club Wheelchair Seating) if warranted, as determined in accordance with the following subparagraph 1(c)(iii). The Wheelchair Seating Pairs to be installed pursuant to this subparagraph 1(c)(ii) shall be referred to herein as "Additional Club Wheelchair Seating Pairs." After each of the first and second twelve consecutive calendar month periods following the Discount Expiration Date, Additional Club Wheelchair Seating Pairs shall be installed eighteen (18) at a time, if warranted, as determined in accordance with the following subparagraph 1(c)(iii). On the third twelve consecutive calendar month period following the Discount Expiration Date, twenty (20) Additional Club Wheelchair Seating Pairs shall be installed, if warranted, as determined in accordance with the following subparagraph 1(c) (iii).

(iii) Trigger For Additional Installation. The obligation to install Additional Club Wheelchair Seating Pairs for any twelve consecutive calendar month period during the Term following the Discount Expiration Date pursuant to the preceding subparagraph 1(c)(ii) will be triggered if at least 90 percent of the wheelchair seating spaces in the Club Level that are Available For Sale and at least 90 per cent of the wheelchair seating spaces that are Available For Sale in all other areas of the Stadium are sold at at least one half of all of the events held at the Stadium at which tickets are Available for Sale in such twelve-consecutive calendar month period. All Additional Club Wheelchair Seating Pairs required to be installed pursuant to this Section shall be installed by City within ninety (90) days following the date on which such obligation is triggered; provided, however, if such obligation is triggered within ninety (90) days prior to any Chargers' pre-season game or during any Chargers' season, then such installation deadline shall be extended to the ninetieth (90th) day following the last Chargers' home game (including post-season games) of such season. Notwithstanding any provision to the contrary herein:

(A) The availability of Wheelchair Seating Pairs shall be tested in accordance with the Testing Procedures set forth on Exhibit "D" attached hereto.

(B) The wheelchair seating spaces currently over the vomitoria and accessed through the Loge Level shall not be counted in determining the number of wheelchair seating spaces Available For Sale in the Club Level.

(C) Wheelchair seating spaces that are not Available For Sale shall not be counted for purposes of the Testing Procedures (ie. such seating spaces shall not be counted in determining the number of wheelchair seating spaces Available For Sale or the number of wheelchair seating spaces sold for the purpose of determining whether the 90 percent sales' threshold is met).

(D) Any wheelchair seating spaces which are purchased by the City pursuant to the Chargers Occupancy Agreement or which are distributed by any Event Sponsor on a complimentary basis, shall not be counted in determining the number of such seats sold for the purpose of determining whether the 90 percent sales' threshold is met, except as otherwise provided in Exhibit "T"

attached hereto.

(d) Press Level. Thirty-four (34) Wheelchair Seating Pairs will be provided in Press Level Sections 4, 11, 46, 47, 55, and 56.

(e) Plaza Level. Twenty-eight (28) Wheelchair Seating Pairs will be provided in Plaza Level Sections 5, 35, 50, 51, 52 and 53.

2. Existing Wheelchair Seating.

(a) Windscreens. City shall complete the installation of windscreens the top of which shall be not lower than 72 inches from the finished floor and the bottom of which shall be not higher than one inch from the finished floor, and with gaps of no greater than one inch between the wall and any panels or between any of the panels, at each Wheelchair Seating Pair location that currently exists in the Loge Level in the Stadium, with the exception of the Wheelchair Seating Pairs that exist in Loge Level Sections 49 and 54. 50% of such windscreens shall be installed on or before April 1, 2001, the remaining windscreens shall be installed on or before April 1, 2002.

(b) T.V. Monitors. On or before April 1, 2001, City shall install two (2) television monitors in all areas where existing and future Wheelchair Seating Pairs have obstructed views of the Stadium's East End scoreboard. One of such monitors shall display a view of the main Stadium scoreboard and the other such monitor shall display the regular broadcast feed for the applicable Stadium event, except in the East End View Level or any other areas not under an overhang.

(c) Railings. On or before April 1, 2001, to the extent allowed by law, City shall lower any railings in front of Wheelchair Seating Pairs for the purpose of improving the view of wheelchair patrons in locations designated by Plaintiffs' Representative.

(d) Correct Sections. The parties agree that the wheelchair seating space items enumerated in Numbers 48, 52, 85, 86 and 90 in the Survey do not need to be corrected.

(e) Signage. On or before April 1, 2001 all existing Wheelchair Seating Pairs shall be designated with the International Symbol of Accessibility. On or before April 1, 2001, City shall install signs in each area where Wheelchair Seating Pairs are located that state "Reserved for persons with mobility impairments and companion seating only." City shall remove any and all decals in the Stadium referencing "WCA".

(f) Removal of Chains. On or before April 1, 2001, chains at wheelchair location entrances shall be removed.

(g) Dining Tables. On or before April 1, 2001, interior dining areas and tables shall provide wheelchair seating in the percentages required by the Standards.

(h) Exterior Dining Area. On or before April 1, 2001, the exterior dining area at the East End shall be modified to provide level seating locations for wheelchair users in the percentages required by the Standards.

(i) Handrails. On or before April 1, 2001, handrails at wheelchair locations shall be modified to loop downward, in configurations which comply with the Standards.

(j) Trash Cans. On or before April 1, 2001 trash cans at aisles adjacent to wheelchair locations shall be located or affixed so that they cannot interfere with access to the wheelchair locations.

3. On or before April 1, 2001, at such times that wheelchair seating spaces are sold to Persons With Disabilities who are not wheelchair users, City shall equip such spaces with a removable seat (the design of which shall be approved by the Plaintiffs' Representative, which approval shall not be unreasonably withheld or delayed).

4. All Stadium seats and spaces designated as Wheelchair Seating Pairs from and after the Effective Date will be made available for sale as Wheelchair Seating Pairs in accordance with the terms hereof immediately after such designation is made.

EXHIBIT "D"

Testing Procedures and Disabled Seating Telephone Number

To determine the accuracy of information provided to Persons With Disabilities regarding the availability of wheelchair seating and Transfer Seats for the purpose of determining the obligation of the City to install additional wheelchair seating in the Club Level and the obligation of the Defendants to designate additional Transfer Seats in the Stadium under the terms of this Agreement and to determine the accuracy of information given to Persons With Disabilities regarding the availability of Semi-Ambulatory Seats, tests shall be conducted in accordance with the following procedure:

1. The testing shall be conducted by an independent auditor or other independent professional organization approved by the Plaintiffs' Representative and the Defendants' Representative. In the event that the testing organization is unable or unwilling to continue in its role as tester hereunder or any party hereto has a reasonable basis for replacing the previously appointed testing organization, then the parties shall meet and confer to appoint a substitute testing organization in accordance with the preceding sentence. The testing shall be conducted at all events during the Term commencing on the Discount Expiration Date.

A. Test

(1) Wheelchair Seating

The test shall consist of making five (5) telephone calls to the applicable telephone number referenced in Paragraph 4 below on at least two (2) separate days in the two (2) week period immediately preceding each event held at the Stadium to ascertain the availability of wheelchair seating in the Club Level and the other areas in the Stadium where wheelchair seating is Available For Sale. The parties shall agree upon scripts to be used by the tester in making such calls. In the event the parties are unable to agree upon the scripts, the Court shall have jurisdiction to resolve such matter.

(2) Transfer Seats/Semi-Ambulatory Seats

The test shall consist of making five (5) telephone calls to the applicable telephone number referenced in Paragraph 4 below on at least two (2) separate days during the two (2) week period immediately preceding the Two-Day Window prior to each event held at the Stadium to ascertain the availability of Transfer Seats and Semi-Ambulatory Seats at the Stadium. Notwithstanding the foregoing, in the event of a Sell-Out the testing shall take place in accordance with the preceding sentence during the period commencing on which notice of the Sell-Out is delivered to the Plaintiffs' Representative and the tester and ending on the Sell-Out Date.

(3) Availability of Disabled Seating

If during each call, the tester is advised that wheelchair seating, Transfer Seats and Semi-Ambulatory Seats are available, the tester shall inquire as to the levels in the Stadium where such seating is available and the number of such available wheelchair seats in the Club Level. Under no circumstances shall inaccurate information provided in response to such inquiries create any obligation on the part of the Defendants to designate or install additional disabled seating at the Stadium. The tester shall prepare a written report with respect to each such call indicating the responses to the tester's inquiries. The tester shall maintain such reports in its files throughout the Term and shall make such reports available for inspection upon request by the Plaintiffs' Representative and/or Defendants' Representative.

B. Additional Calling Procedure

All telephone calls made pursuant to the preceding subparagraphs 1A(1) and 1A(2) shall be made prior to 2:00 p.m. on the day of the test. Such calls shall be made to the applicable special telephone number maintained by the Chargers, Padres, the SDSU Football Team, the Holiday Bowl or City established in Paragraph 4 below. With respect to any other events, such calls shall be made to the City's telephone number.

C. Unavailability of Disabled Seating

If the tester is advised that wheelchair seating is unavailable in the Club Level and/or the other areas of the Stadium where seating is being sold to the general public (other than skybox seating) and/or Transfer Seats and/or Semi-Ambulatory Seats are unavailable, the tester shall prepare a written report (an "Unavailability Report") on the day of such test containing the names of people contacted by the tester, the time of the contacts, the location of the contacts, the location of seats requested by the tester, if applicable, and other relevant information. The tester shall deliver the Unavailability Report by facsimile transmission to the Qualcomm Stadium Manager, the Plaintiffs' Representative and the applicable Event Sponsor of the event prior to 3:00 p.m. on the day of such test. Prior to the close of business on the day of such test, the applicable Event Sponsor shall (i) generate an accessible seating ticket sales report (the "Sales Report") which report (x) shall be generated by the applicable Event Sponsor in a manner consistent with reports generated in the ordinary course of business and (y) shall indicate whether tickets for wheelchair seats in the Club Level and in other areas of the Stadium (other than Skybox seating) where seating was sold to the general public and or tickets for Transfer Seats and/or Semi-Ambulatory Seats were available for purchase at the close of business on the day of such test and (ii) deliver by facsimile transmission such Sales

Report to the tester, the Qualcomm Stadium Manager and the Plaintiffs' Representative.

2. If, based upon the test results as reported in the Unavailability Report and the information set forth in the Sales Report, the information received by the tester regarding the availability of wheelchair seating at a Chargers event was inaccurate (a false negative), such event shall be deemed to have achieved 90 percent of sales at the Club Level and all other areas of the Stadium (regardless of the actual sales level) for the purpose of determining the obligation of the City to install Additional Club Wheelchair Seating Pairs under the terms of this Agreement. If, based upon the test results as reported in the Unavailability Report and the information set forth in the Sales Report, the information received by the tester regarding the availability of Transfer Seats at a Chargers event was inaccurate (a false negative), such event shall be deemed to have achieved 90 percent of sales (regardless of the actual sales level) for the purpose of determining the obligation of the City to install additional Transfer Seats under the terms of this Agreement. However, the Chargers' may designate up to two (2) events during the Term where inaccurate information (regarding the availability of wheelchair seating in the Club Level and/or other areas of the Stadium where seating was offered to the general public, other than Skybox seating, and/or the availability of Transfer Seats) was provided to the tester to not be considered. Under no circumstances shall inaccurate information (including false negatives) regarding the availability of Semi-Ambulatory Seating create any obligation on the part of the Defendants to designate or install additional Semi-Ambulatory Seating at the Stadium.

3. If, based upon the test results and the sales reports, information received by the tester regarding the availability of wheelchair seating, Transfer Seats and/or Semi-Ambulatory Seats at any event(s) other than a Chargers event was inaccurate (including, without limitation, a false negative), the City shall be provided notice of the inaccuracy. In the event the City fails to correct the problem, the City shall be liable under the terms and conditions as agreed upon among the parties or as determined by the Court. Relief shall include, but not be limited to, sanctions or damages to the Plaintiffs.

4. On or before April 1, 2001, the Chargers, Padres and City shall each establish and City shall cause the SDSU Football Team and the Holiday Bowl to establish a special telephone number which shall be available exclusively for the sale of disabled seating at the Stadium. These special telephone numbers shall be operated and staffed during all hours that tickets for non-disabled seats are available for sale at such parties' respective ticket offices at the Stadium. The applicable special number shall be included and described in all literature, web sites or other communications regarding ticket sales which are disseminated to the general public and controlled by the applicable Defendants to the extent printed or created for such Defendant's 2001 season and each season thereafter during the Term.

5. On a weekly basis during the period that the Testing Procedures are being conducted, City shall provide Plaintiffs' Representative with a ticket sales reports for each Stadium event, which report (i) is generated by the applicable Event Sponsor in a manner consistent with reports generated in the ordinary course of business and (ii) indicates the number of wheelchair seating spaces and Transfer Seats in the Club Level and in all other areas of the Stadium sold as of the beginning of the Two-Day Window or, if applicable, as of the Sell-Out Date.

Suite Numbers				
SUITE	# SEATS	RESTROOMS (Y,N)	WHEELCHAIR ACCESSIBLE	SEMI-AMBULATORY
L31B	12	Y	Y	N
L33A	13	Y	Y	N
L33B	13	Y	Y	N
L34A	13	Y	Y	N
L34B	13	Y	Y	N
L36A	13	Y	Y	N
L36B	13	Y	Y	N
L37A	13	Y	Y	N
L37B	13	Y	Y	N
L38A	13	Y	Y	N
L38B	13	Y	Y	N
L39A	13	Y	Y	N
L39B	13	Y	Y	N
L41A	12	Y	Y	N
L41B	12	Y	Y	Y
L42A	12	Y	Y	Y
L42B	12	Y	Y	Y
L43A	12	Y	Y	Y
L43B	12	Y	Y	Y
L44A	12	Y	Y	Y
L44B	12	Y door in, ok/code	Y	N
L45	12	Y	Y	N
L58B	11	Y	Y	N
L59A	12	Y	Y	N
L59B	12	Y	Y	Y
L60A	12	Y	Y	Y
L60B	12	Y	Y	Y
L61A	12	Y	Y	Y
L61B	12	Y	Y	Y
P01A	23	Y	Y	Y
P01B	23	Y door in, ok/code	Y	Y

Suite Numbers				
SUITE	# SEATS	RESTROOMS (Y,N)	WHEELCHAIR ACCESSIBLE	SEMI-AMBULATORY
P02A	8	N	N	N
P02B	8	N	N	N
P03A	17	N	Y	Y
P03B	17	N	Y	Y
P05A	15	Y	Y	N
P05B	20	Y	Y	N
P06A	50	Y	Y	Y
P06B	21	Y	Y	N
P08A	16	N	N	N
P08B	17	N	N	N
P09A	16	N	N	N
P09B	16	N	N	N
P10A	7	N	N	N
P10B	8	N	N	N
P12A	18	N	N	N
P12B	21	N	N	N
P14A	6	N	N	N
P14B	7	N	N	N
P15A	12	N	N	N
P15B	14	N	N	N
P17A	8	N	N	N
P17B	8	N	N	N
P19A	14	N	N	N
P19B	14	N	N	N
P20A	14	N	N	N
P20B	14	N	N	N
P21A	15	N	N	N
P21B	14	N	N	N
P22A	14	N	N	N
P22B	14	N	N	N
P23A	14	N	N	N
P23B	12	N	N	N

Suite Numbers				
SUITE	# SEATS	RESTROOMS (Y,N)	WHEELCHAIR ACCESSIBLE	SEMI-AMBULATORY
P25A	Padres Owner	Y	Y	N
P25B	45	Y not access	N	N
P25C	10	Y	Y	Y
P26A	10	Y	Y	Y
P26B	40	Y	Y	Y
P38	Chargers Owner	Y	Y	Y
P39	17 incorp. With 38	N	Y	N
P40A	8	N	N	N
P40B	8	N	N	N
P41A	22	Y	Y	Y
P41B	22	Y door in, ok/code	Y	Y
P42A	22	Y	Y	Y
P42B	22	Y	Y	Y
P43A	22	Y	Y	Y
P43B	22	Y	Y	Y
P44A	26	Y	Y	Y
P44B	32	Y	Y	N
P59A	36	Y	Y	Y
P60A	36	Y	Y	Y
P61A	34	Y	Y	Y

Suite Numbers				
SUITE	# SEATS	RESTROOMS (Y,N)	WHEELCHAIR ACCESSIBLE	SEMI-AMBULATORY
L01A	12	Y	Y	Y
L01B	12	Y	Y	N
L03A	13	Y	Y	N
L03B	13	Y	Y	N
L04A	13	Y	Y	N
L04B	13	Y	Y	N
L05A	13	Y	Y	N
L05B	13	Y	Y	N
L06A	13	Y	Y	N
L06B	13	Y	Y	N
L08A	13	Y	Y	N
L08B	13	Y	Y	N
L09A	52	2 restrooms 1dr. swings in	N	N
L11A	12	Y	Y	N
L11B	12	Y	Y	N
L12A	12	Y	Y	Y
L12B	12	Y	Y	Y
L13A	12	Y	Y	Y
L13B	12	Y	Y	Y
L15A	12	Y	Y	Y
L15B	12	Y	Y	N
L16A	12	Y	Y	N
L16B	12	Y	Y	N
L26A	12	Y	Y	N
L26B	12	Y	Y	N
L27A	12	Y	Y	N
L27B	12	Y	Y	Y
L29A	12	Y	Y	Y
L29B	12	Y	Y	Y
L30A	12	Y	Y	N
L30B	12	Y	Y	N
L31A	12	Y	Y	N

EXHIBIT "E"

Restrooms

A. On or before April 1, 2001, City will correct the conditions related to restrooms as noted in the Survey and shall modify all other restrooms to comply with the Standards and Title 24, subject to the following exceptions or modifications:

1. Items 39 (b), 40 (c), and 44 (a): A Standards compliant cane-detectable partition will be installed between the hand-dryers and the entrance door.
2. Item 71 (c): A cane-detectable apron will be installed which will be no higher than 27 inches from the floor.
3. Item 94 (b): A cane-detectable apron will be installed which will be no higher than 27 inches from the floor. A cane-detectable partition will also be installed between the paper towel dispensers and the entrances/exits to the restroom.
4. Items 40(e), 41(d), 45(a)(iii), 46(a)(iii), 49(d), 53(a)(ii), 54 (a)(ii), 55(a)(ii), 56(a)(iii) and (a)(iv), 75(a), 75(b) and (c), 76(a), (b) and (c), 83(a), 94(a), 95(a), 98(b), 99(a), 101(a), 103(a), 103(b), 104(a), 106(a) and (b), 107(a), 108(a), 111(a), 115(a) and (b), 118(a), 123(c) and 135(d): no modifications will be made, except that toilet paper dispensers shall not interfere with the grab bars. No modifications will be made in any other suites where the counter heights and mirror heights are within the same dimensions as the items above.
5. Items 71 (a), 81 (a), 87 (a), 88 (a), 91 (a), 101 (b), and 102 (b): no modification will be made to the stall doors.
6. Item 71 (b): No modification will be made to the stall width.
7. Item 94 (a): The stall wall and door will be moved as close to the toilet as possible, leaving at least a 48 inch space in front of the toilet.
8. Designated accessible stalls may range from 58 inches to 61 inches in total width. Additional stalls designated under the Standards section 4.22.4 may range from 35 inches to 37 inches in total width. All designated accessible stalls shall have a U-shaped or loop handle added to the interior and exterior of each door.
9. The toilet paper dispensers in the Skybox restrooms shall be relocated to comply with the Standards.
10. Item 145 does not need to be corrected.

B. On or before April 1, 2001, City will make the following additional corrections with respect to restrooms at the Stadium:

1. With respect to the restrooms referred to in items 44 (e) and 65 (a) of the Survey, the City shall install a toilet in an area with appropriate head clearance.
2. New semi-ambulatory toilet stalls shall be installed in (i) the View Level restrooms as described in the Survey and (ii) in the restrooms at all other levels of the Stadium (other than the Skyboxes) in accordance with the Standards and Title 24.
3. Compliant restroom doors shall be installed in all Skyboxes where such doors are not compliant.

EXHIBIT "F"

Concession Stands

On or before April 1, 2001, City will modify the concession stands to comply with the Standards and Title 24, subject to the following exceptions:

1. No modifications will be made to the permanent concession stands located immediately to the right and left sides of the main scoreboard on the outer Plaza Level concourse, or the speciality stand located near Section 26 on the Plaza Level. Signage that is clearly visible which directs Persons With Disabilities to the nearest accessible concession stand will be posted. All other concession stands will have a 36 inch portion of the entire counter lowered to a height of 34 inches.
2. The City shall (i) lower the "order" window at View Level Section 21 to 34" from its current height and (ii) cause such order window to be operated in a manner that allows Persons With Disabilities to pay for and pick-up food as well.
3. City shall (i) provide written notice to vendors operating temporary concession stands at the Stadium requiring such vendors to comply with ADA and other applicable laws and (ii) use reasonable efforts to monitor such compliance. Nothing in this Agreement shall be deemed to be a release or waiver by the Plaintiffs against such vendors with respect to such compliance.

EXHIBIT "G"

Path of Travel

1. Wheelchair Seating Pairs that are added or altered by the City shall be on accessible routes as required by the Standards and Title 24.
2. On or before April 1, 2001, all gate entrances to the Stadium which are open to the public for purposes of ingress and egress will be accessible.
3. On or before April 1, 2002, City will complete the installation of an elevator located in the area of the scoreboard at the east end of the Stadium to transport individuals with mobility impairments from the top of the Plaza Level to the concourse located at the top of the Field Level Tunnel. The elevator will have the capacity to carry six wheelchair users and six companions. In order to provide an accessible path of travel from this elevator to disabled seating at the Field Tunnel Lid, the City shall remove seats at the top of the Field Level Tunnel Lid that interfere with such path of travel, if any, existing as of March 30, 2000. The City will install appropriate signage indicating that such elevator is available only for use by Persons With Disabilities and their companions. However, such elevator may be used by other persons in the event of an emergency involving a risk of serious injury to persons or damage to property. Defendants shall train the staff operating such elevator to assist when necessary individuals with mobility impairments.
4. On or before April 1, 2002, City will complete the installation of an elevator located in the area of Sections 22 and 23 to transport individuals with mobility impairments from the top of the Plaza Level to the Field Level. Such elevator shall have the capacity to transport up to four patrons in wheelchairs and up to four companions.
5. On or before May 1, 2001, City will cause to be provided not less than two (2) motorized vehicles that are wheelchair accessible with two tie-downs that shall be reasonably available to assist Persons With Disabilities who need assistance to gain access to the Stadium gates from the locations on a fixed route at the Stadium, which shall include trolley stops and locations where public buses discharge passengers.
6. Throughout the Term, employees of Defendants shall be reasonably available to provide assistance to Persons With Disabilities who need assistance to gain access to the Plaza Level concourse from the Stadium gates, if requested to do so. Such assistance may include providing and/or pushing manual wheelchairs.
7. On or before April 1, 2002, City will complete the installation of five wheelchair lifts that comply with the Standards to transport wheelchair users, their companions and other individuals with mobility impairments from the Field Level to the top of the tunnel lid between the Field Level and the Plaza Level. These wheelchair lifts will be located at Sections 2, 10, 22, 39, and 40. They shall not be locked during events and shall be available for use by Persons With Disabilities without assistance.

8. On or before April 1, 2001, City shall stripe all stairs with a contrasting color in compliance with Title 24 and apply non-slip coating to all stairs in the Stadium that do not have hand railings. On or before June 1, 2001, City shall stripe all escalators with a contrasting color in compliance with Title 24.

9. On or before April 1, 2001, City shall repair or modify the steps in the Press Level in Sections 3, 4, 42, 43, and 44.

10. During the times the Stadium is open to the public, Defendants shall not restrict the use of elevators to exclude Persons With Disabilities; provided, however, that effective immediately following the Effective Date, Elevator Four will not be accessible to the general public during NFL and NCAA sponsored football games and the Holiday Bowl football game for the last three minutes on the game clock of each half, the last five minutes of the half-time period, and for five to ten minutes immediately following the end of such football and Padre games. Furthermore, the path of travel from Elevator four to the field level concourse shall be available through the Section "J" door only and there shall be no public access to corridors adjacent to locker rooms or other Stadium operations areas. Elevator Three will not be accessible to the general public below the Plaza Level.

11. On or before April 1, 2001, the support beams for the East End scoreboard will be modified to comply with the Standards.

12. In lieu of making the corrections noted in items 137 and 140 of the Survey, elevator attendants will be on duty in elevators 1, 2, 3, and 4 during all events commencing at the time the Stadium is opened to the general public and ending no earlier than 45 minutes following the end of such events. In addition, City shall lower the call buttons for elevator 4 to comply with requirements of the ADA.

13. Item 133 in the Survey does not need to be corrected.

EXHIBIT "H"

Parking

1. On or before April 1, 2001, City will complete the installation of between 150 and 230 additional parking stalls which comply with the Standards dispersed around the perimeter of the Stadium and located on accessible paths of travel to the outer concourse of the Stadium. No fewer than twenty-four of these stalls shall be fully compliant van-accessible stalls. City will ensure that the addition of such stalls will provide a total of 190 to 270 parking stalls at the Stadium that are compliant with the Standards.

2. City will continue to designate additional stalls which do not comply with the Standards for disabled parking to reach a total of 349 designated stalls (including compliant and non-compliant stalls).

3. All such designated stalls (including compliant and non-compliant stalls) will be marked with the international symbol of accessibility and all such non-compliant stalls will also be marked with a sign indicating "excessive slope."

EXHIBIT "I"

Signage

On or before April 1, 2001, City will correct the items relating to signage as noted in the Survey. In addition, Defendants will do the following:

1. On or before April 1, 2001, replace the word "handicapped" with the term "Persons With Disabilities" on all existing signs at the Stadium, on all internet sites maintained by the Defendants and in all brochures or other written material which is disseminated to the general public by Defendants.
2. From and after April 1, 2001, and thereafter throughout the Term, in recorded announcements notifying patrons of the availability and/or location of wheelchair seating, notification will be made regarding the availability of Semi-Ambulatory Seats and Transfer Seats.
3. On or before April 1, 2001, City will submit to the Plaintiffs' Representative its proposal for the installation of such additional signs which are required by ADA or Title 24 or which are reasonably necessary to provide assistance to Persons With Disabilities. Plaintiffs' Representative shall provide consultation and assistance to the City regarding the language and location of such signs prior to the installation of such signs. City shall complete the installation of such additional signs on or before August 1, 2001.
4. On or before April 1, 2001, City shall provide written notice to all Stadium ticket vendors requesting that such vendors replace all references to "handicapped" with references to "persons with disabilities" in all Stadium ticket sales literature and webpages relating to Stadium ticket sales.

EXHIBIT "J"

Seating Charts

On or before April 1, 2001, City will install seating charts in the Club Level visible to persons in wheelchairs on adjacent walls of service/information counters that have seating charts.

EXHIBIT "K"

Ticket Sales Counters/Areas

On or before April 1, 2001, City will correct the conditions relating to ticket sales counters and areas as noted in the Survey. In addition, on or before April 1, 2001, City shall take the following actions:

1. City shall provide a minimum of one ticket counter which is no higher than 34 inches in each ticket sales area.
2. All ticket sales areas shall have accessible ramps with handrails on both sides or shall otherwise be reachable by accessible routes.
3. Defendants will ensure that if only one ticket window is open for business at each ticket sales location, the open window must be the window which is accessible. If more than one ticket window is open for business, Persons With Disabilities shall be given priority at the accessible window. City shall install signs at the accessible ticket windows stating that Persons With Disabilities have priority.
4. One ticket sales counter in the Chargers Club Level ticket office and one ticket sales counter at the advance ticket sales center at Section F shall be lowered to 34 inches on or before April 1, 2002.

EXHIBIT "L"

Gift Shops

On or before April 1, 2001, City will bring the Stadium gift shops into compliance with the Standards, ADA and Title 24; provided, however, that the installation of any ramps that may be required in connection therewith shall be installed on or before April 1, 2002.

EXHIBIT "M"

Skyboxes

On or before April 1, 2001, City will correct the conditions related to Skyboxes as noted in the Survey subject to the following exceptions and modifications relative to Skyboxes available for license to members of the general public:

1. One Hundred Twelve (112) Skyboxes are available for license to members of the public at Qualcomm Stadium. Eighty-two (82) Skyboxes will have at least one Wheelchair Seating Pair. The wheelchair seating space in each such Wheelchair Seating Pair shall be equipped with a seat or seats (other than a folding chair) capable of being removed or modified quickly and easily to create a wheelchair space, which seats shall be subject to the prior approval of the Chargers and the Plaintiffs' Representative.
2. All Skyboxes will have at least one transfer seat.
3. Thirty-eight Skyboxes will have at least one designated Semi-Ambulatory Seat.
4. In lieu of lowering the Skybox counters noted in the Survey, folding or other portable tables which are at a height of between 28 and 34 inches above the finished floor shall be provided upon request to persons using wheelchairs for the purpose of dining.
5. Television shelves shall have a piece of furniture, trash receptacle or other cane-detectable object placed below them to prevent injury. In Skyboxes where it is impracticable to place cane-detectable objects below the television shelf, the television will be moved to a location directly above a counter, furniture, trash receptacle or other cane-detectable object.
6. Closets shall have at least one clothes hook or other object for hanging clothing installed on the inside of the closet door at a height not to exceed forty-eight inches from the floor.
7. The City shall make at least one portable TTY device available for use by Skybox patrons. If ADA program access requires additional TTY devices be made available for such patrons, then the City shall acquire and maintain such additional devices. The procedures for dispensing such devices shall be substantially the same as those set forth for assisted listening devices on Exhibit S attached hereto.

EXHIBIT "N"

First Aid Station

On or before April 1, 2002, City will bring the First Aid Station into compliance with the Standards and Title 24.

EXHIBIT "O"

ADA Coordinator

On or before April 1, 2001, City will designate one or more persons to be present at all times the Stadium is open to members of the general public to serve as the City's coordinator for ADA related issues (the "ADA Coordinator"). Notwithstanding anything to the contrary herein, the obligations of the ADA Coordinator shall continue throughout the Term. The ADA Coordinator will assist in the resolution of any problems that may arise in the implementation of this Agreement or any other program, practice or procedure that impacts Persons With Disabilities. The name, title, telephone number, TTY number, e-mail address and hours of availability of the ADA Coordinator shall be set forth in the Access Guide. City shall post signs at the entrance to the Stadium Security office and the Customer Service office which provide notice of the availability of the ADA Coordinator during Stadium events.

The ADA Coordinator shall be provided training regarding the rights of Persons With Disabilities and will be given the authority on behalf of the City to directly resolve problems or disputes involving the special needs of Persons With Disabilities that may arise during events taking place at the Stadium. The ADA Coordinator shall have the authority to designate other persons on behalf of the City to assist in resolving any ADA problems, if necessary.

In connection with the training of the ADA Coordinator required hereunder, City shall engage a consultant with an established reputation for conducting such training, which consultant shall be subject to the prior approval of Plaintiffs' Representative, which approval shall not be unreasonably withheld or delayed.

The ADA Coordinator shall take all reasonable steps to be immediately available to address any problems that may arise with respect to access or policy matters affecting Persons With Disabilities. The ADA Coordinator shall be responsible for preparing reports of any such complaints or problems. The report shall be in writing and shall contain all relevant information about the incident, including, but not limited to, the name, address, and telephone number of the person registering the complaint, the date and time of the incident, if appropriate, the names, addresses, and telephone numbers of any witnesses and/or employees involved, a detailed factual account of the incident, any resolution proposed, and a notation as to whether the person registering the complaint was satisfied with the resolution.

The person registering the complaint shall have the opportunity to state in writing the nature of the complaint in his or her own words. In the event the complainant does provide a written description of the incident, such writing shall be attached to the ADA Coordinator's report of the incident.

Copies of reports prepared by the ADA Coordinator shall be made available to Plaintiffs' Representative upon a reasonable request. However, the name, address, telephone number, and any other identifying information of the complainant and any witnesses shall be redacted from such copies; provided, however, that in the event that the City disputes the nature or validity of the complaint, such identifying information shall be made available to the Plaintiffs' Representative.

EXHIBIT "P"
Employee Training

On or before March 1, 2001, all employees of the City who work at the Stadium and who interact with members of the general public as part of their duties shall receive training regarding the rights and special needs of Persons With Disabilities. On or before the commencement of the Chargers' 2001 season, all employees of the Chargers who work at the Stadium and who interact with members of the general public as part of their duties shall receive training regarding the rights and special needs of Persons With Disabilities. On or before the commencement of the Padres' 2001 season, all employees of the Padres who work at the Stadium and who interact with members of the general public as part of their duties shall receive training regarding the rights and special needs of Persons With Disabilities. Such training shall include sensitivity training to promote non-discrimination towards Persons With Disabilities, instruction that employees shall provide reasonable assistance to Persons With Disabilities with any problems pertaining to access or policy issues affecting Persons With Disabilities, the use of service animals and information regarding the existence of the ADA Coordinator at the Stadium.

Employees who are hired by Defendants or who are assigned to perform work at the Stadium during the Term and who interact with members of the general public as part of their duties, shall be given such disability training promptly following their hiring or assignment to the Stadium.

In connection with the development of their training programs required hereunder, Defendants shall engage a consultant with an established reputation for conducting or developing such programs, which consultant shall be subject to the prior approval of Plaintiffs' Representative, which approval shall not be unreasonably withheld or delayed.

Each Defendant shall include in all of its future contracts with third parties (to the extent that such parties have personnel who have direct contact with Stadium patrons in connection with such contracts) a provision which requires such third parties to provide disability training to such personnel.

EXHIBIT "Q"

Beverage Exemption Policy

On or before April 1, 2001, Defendants will implement the following policy: Persons With Disabilities may bring into the Stadium through any open gate, factory-sealed plastic or paper containers that contain only water, juice, Gatorade, Powerade, electrolytes or other liquids required for medical reasons. No certification or documentation of a person's medical condition or disability shall be required. Stadium personnel may ask patrons whether beverages are required for a disability, but shall not inquire as to the nature of such disability.

Ushers and other employees of the City, Chargers, and Padres shall be reasonably available to provide assistance to Persons With Disabilities who need assistance to transfer beverages from a factory-sealed container to a different container, if requested to do so by such Persons With Disabilities.

EXHIBIT "R"

Service Animals

On or before January 1, 2001, Defendants will implement a policy of permitting Persons With Disabilities to bring their service animals into areas of the Stadium where patrons are normally allowed. No certification of the animal or documentation of a person's medical condition or disability will be required. However, if it is not certain to Stadium personnel that an animal is a service animal, the person who has the animal may be asked if it is a service animal required because of a disability.

The care or supervision of a service animal is solely the responsibility of his or her owner.

EXHIBIT "S"

Assistive Listening and TTY Devices

On or before April 1, 2001, City will make available 576 assistive listening devices at no charge to patrons at the Stadium who have difficulty hearing. The devices will be dispensed from the Customer Service Office and the Stadium Security Office. A picture identification document (which may include, but shall not be limited to, a driver's license) shall be required as a security deposit for each assistive listening device.

Signs providing notice of the availability of the assistive listening devices will be posted at entrance gates and at the ticket windows. The signs will be in compliance with ADA and Title 24.

On or before April 1, 2001, City shall install TTY devices with dedicated telephone lines or a computer to facilitate communications with hearing impaired persons in the Chargers and Padres ticket offices, the Stadium security office and the Stadium customer service office.

EXHIBIT "T"

Additional Programs, Services, Policies, and Practices

Defendants will provide the following programs and services and adhere to the following policies and practices throughout the Term:

1. Once the Wheelchair Seating Pairs on the tunnel lid of the Field Level are installed and thereafter throughout the Term, at all Chargers' games held at the Stadium, City shall cause to be provided to persons occupying the Wheelchair Seating Pairs on the tunnel lid waiter service comparable to the service offered to patrons seated in the Club Level. At all events other than Chargers' events, where waiter service is provided in the Club Level, City shall cause to be provided to persons occupying the Wheelchair Seating Pairs on the tunnel lid waiter service comparable to the service offered to patrons seated in the Club Level, but only to the extent that all the wheelchair spaces in the Club Level are used or sold at such event.

2. Any tickets for accessible seats which are purchased by the City pursuant to the Chargers Occupancy Agreement for any Chargers' event shall be given by the City to a disabled organization(s) approved by the Plaintiffs' Representative and the Defendants' Representative for distribution to Persons With Disabilities. One percent of the total seats which are purchased by the City shall be Wheelchair Seating Pairs, one percent shall be Transfer Seats, and one percent shall be Semi-Ambulatory Seats, provided that the number of seats purchased in each category of disabled seating shall be limited to an aggregate of less than ten percent (10%) of the seats Available For Sale in each such category *immediate limitation* prior to purchase by the City as set forth in paragraph 4 below.) *limitation*

3. Any tickets for accessible seats which are distributed by any Event Sponsor on a complimentary basis with respect to any event at the Stadium, shall be given to persons who would otherwise be qualified to purchase such tickets, provided that the number of Wheelchair Seating Pairs, Transfer Seats and Semi-Ambulatory Seats so distributed shall, in the aggregate, be less than ten percent (10%) of the seats Available For Sale in each such category as set forth in Paragraph 4 below.

4. Notwithstanding anything to the contrary herein, the sum of (i) any wheelchair seating spaces purchased in the Club Level by the City pursuant to the Chargers Occupancy Agreement plus (ii) any wheelchair seating spaces in the Club Level distributed by any Event Sponsor on a complimentary basis shall be less than ten percent (10%) of the wheelchair seating spaces Available for Sale in the Club Level. Notwithstanding anything to the contrary herein, the sum of (i) any wheelchair seating spaces purchased in all areas of the Stadium other than the Club Level by the City pursuant to the Chargers Occupancy Agreement plus (ii) any wheelchair seating spaces in all areas of the Stadium other than the Club Level distributed by any Event Sponsor on a complimentary basis shall be less than ten percent (10%) of the wheelchair seating spaces Available for Sale in such areas. Notwithstanding anything to the contrary herein, any wheelchair seating spaces so purchased by the City or distributed by the Chargers in excess of such sum shall be counted as seating spaces sold for the purpose of the triggering mechanism set forth in Paragraph 1(c)(iii) of Exhibit C attached hereto. Notwithstanding anything to the contrary herein, with respect to any event at the Stadium, the sum of (i) any Transfer Seats purchased by the City

pursuant to the Chargers Occupancy Agreement plus (ii) any Transfer Seats distributed by any Event Sponsor on a complimentary basis shall be less than ten percent (10%) of the Transfer Seats Available for Sale in the Stadium. Notwithstanding anything to the contrary herein, any Transfer Seats so purchased by the City or distributed by the Chargers in excess of such sum shall be counted as seating spaces sold for the purpose of the triggering mechanism set forth in Paragraph 4 of Exhibit A attached hereto.

5. Except for seats in the Club Level and the suites, the Chargers will continue to offer discounted tickets for accessible seats (and seats designated as companion seats thereto) to Persons With Disabilities at a price equal to the 2nd lowest price category for non-accessible seats, which obligation shall continue until the expiration of the Term.

6. The Chargers and Padres will include the following information in their respective materials sent to season ticket holders (which obligation shall continue until the Guaranty Expiration Date):

Certain seats at Qualcomm Stadium are designated for use by Persons With Disabilities and their companions. It is a violation of state law for any person who is not disabled to purchase and use tickets for such seats. California Civil Code Section 54.3 provides that any person who interferes with the rights of any individual with a disability is liable for money damages of a minimum of one thousand dollars (\$1,000) or three times the amount of actual damages, whichever is greater, and attorneys' fees as may determined by the court. Your payment of this invoice evidences your acknowledgment of the foregoing statement concerning accessible seating.

In addition, the Chargers and Padres shall provide information to their personnel and third party ticket vendors regarding the location and availability of all accessible seating and shall (i) advise such personnel and vendors that such seating may only be sold in accordance with the terms of this Agreement and (ii) require such personnel and vendors who sell tickets over the telephone to advise prospective purchasers of accessible seats as follows:

The seats you wish to purchase are designated for use by Persons With Disabilities and their companions. Please be advised that it is a violation of state law for any person who is not disabled to purchase and use tickets for such seats.

On or before April 1, 2001, the City shall post a sign at each ticket window located at the Stadium visible to ticket purchasers stating that:

Certain seats at Qualcomm Stadium are designated for use by Persons With Disabilities and their companions. It is a violation of state law for any person who is not disabled to purchase and use tickets for such seats.

7. City will permit disabled organizations identified by Plaintiffs' Representative to sponsor two events at the Stadium in each calendar year without payment of the normal rental fee for the event, but otherwise in accordance with the City's standard rental agreement. City will provide free parking for attendees, provided the event is put on without charge to the public. In

the event that patrons are charged for admission to such event, the cost of parking shall be discounted by 50%. The actual expense incurred arising out of the operation of the event shall be borne by the sponsoring organization.

8. The Padres (for so long as they occupy the Stadium) and the Chargers will each schedule a "Disabled Fan Day" in each calendar year and shall designate the date thereof in a written notice to the Plaintiffs' Representative not less than thirty (30) days prior to the commencement of their respective seasons. For each "Disabled Fan Day," one Skybox which is normally sold to the general public shall be provided without charge to a disabled persons organization to be determined by Plaintiffs (but subject to the prior reasonable approval of the Chargers or the Padres, as applicable), provided the Skybox has not been sold before the sixth (6th) calendar day preceding the event.

9. On or before April 1, 2001, City will prepare and distribute a brochure, approved by Plaintiffs' Representative, which approval shall not be unreasonably withheld or delayed, which sets forth the policies and procedures as set forth in this Agreement (the "Access Guide"). The Access Guide shall also identify generally the locations of accessible seating, accessible paths of travel, and other accessible features and facilities, the location and number of accessible parking stalls, and the number of additional stalls that are designated for disabled parking. A full copy of the Access Guide shall be available for viewing on the City's website. The Access Guide will be distributed with Chargers' and Padres' season tickets for disabled seats at the Stadium and with other tickets that are purchased for disabled seats at the Stadium from Chargers or Padres ticket offices and will also be made available at Stadium will-call windows, the Stadium accessible ticket windows, the Stadium customer service office and the Stadium security office. Access Guides shall also be provided to disabled organizations for distribution to Persons With Disabilities. During the first (1st) year of the Term, the City shall meet with such organizations (including any organizations reasonably identified by Plaintiffs' Representative) to communicate the policies and procedures set forth in the Access Guide.

10. The Chargers and Padres shall include information regarding disabled seating and disabled parking locations in brochures and other material (to the extent that such materials describe seating and parking locations) that the Chargers and Padres disseminate to the general public. A link to the Access Guide shall be included in the information available at any web sites controlled by the Chargers or Padres. City shall use commercially reasonable efforts to cause the SDSU Football Team and Holiday Bowl to include information regarding disabled seating and disabled parking locations in brochures and other material (to the extent that such materials describe seating and parking locations) that they disseminate to the general public.

11. During the period commencing on the date which is the later to occur of April 1, 2002 or the Contract Modification Completion Date and ending on the Discount Expiration Date, the City shall cause all Stadium Event Sponsors (through the grant of a subsidy or other means) to provide a fifty percent (50%) discount on all tickets for accessible seats sold to Persons With Disabilities for all events at the Stadium other than Chargers' events, the Superbowl, post-season Padres games and any events where tickets are not available for purchase by the general public.

12. Free parking shall be provided at all Stadium events to persons with permanent disabilities displaying (i) a disabled license plate on their vehicle or a parking placard for Persons

With Disabilities issued by the Department of Motor Vehicles together with a corresponding identification card or registration issued in connection therewith, or (ii) a public transportation pass, which on its face clearly indicates that it is issued only to Persons With Disabilities.

13. The Chargers and the Padres shall add a message welcoming the disabled community to each of their respective events during the Term to (i) the public announcement audio loop broadcast over the outer ring public address system and (ii) the message board within the inner-bowl of the Stadium. City shall add a message to the Stadium's marquis sign on Friar's Road announcing the Stadium's new accessible features and welcoming the disabled community to the Stadium.

14. On or before June 1, 2001, the Chargers shall provide Beverly Walker with the following: one football autographed by Junior Seau, one new Chargers' official jersey and one new Chargers' official game jacket.

(m) 15. On or before May 1, 2001, the Padres shall provide Beverly Walker with one baseball autographed by Trevor Hoffman; one bat autographed by Tony Gwynn; and one official jersey and game jacket. During the Padres 2001 season, the Padres shall provide Beverly Walker with one opportunity to throw out the first pitch before a game and to have a photograph taken of the event. Prior to the time that tickets are made available to the general public, the Padres shall provide Beverly Walker with the opportunity to choose the location of her season ticket seats at the new Padres ballpark when it is completed.

EXHIBIT "U"

City shall pay the sum of \$1,300,000.00 as reimbursement to Plaintiffs for all legal fees, including expert fees, consultant fees, attorneys' fees and costs incurred in connection with the Lawsuit for the ten-year period beginning with the initiation of the Lawsuit in 1997, through the Effective Date, and as full payment for any and all such fees and costs which will or may be incurred by Plaintiffs in connection with this Agreement, through September 1, 2007, or such later date as is determined to be the later of the final termination date of this Agreement or the enforcement provisions of this Agreement, except as provided in Sections 13 and 14 hereof. Prior to the Contract Modification Completion Date, Plaintiffs' counsel shall be given the right to purchase one (1) pair of season tickets to Charger games from the pool of new disabled seating which becomes available pursuant to the terms of this Agreement prior to the time that such seating is made available for purchase by the general public. Following the Contract Modification Completion Date, Plaintiffs' counsel shall have the one-time right to re-select such tickets from the pool of new disabled seating which become available pursuant to the terms of this Agreement prior to the time that such seating is made available for purchase by the general public. Plaintiffs' counsel shall also be given the right to purchase one (1) pair of season tickets for Charger games from the pool of available general admission seating prior to the time that such seating is made available for purchase by the general public.