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**FOURTH AMENDMENT TO
INDUSTRIAL DEVELOPMENT LEASE AND
OPTION TO PURCHASE**

This Fourth Amendment ("Amendment") is made as of August 30, 2000, among **U.S. National Leasing LLC**, an Alaska limited liability company ("Tenant"), and the **City of Sacramento**, a charter municipal corporation ("Landlord").

Recitals

A. Landlord and Tenant are parties to an "Industrial Development Lease and Option to Purchase," dated as of December 15, 1994, as amended by: (i) "First Amendment to Industrial Development Lease," dated as of December 16, 1994; (ii) "Second Amendment to Industrial Development Lease", dated as of March 10, 2000; and (iii) Third Amendment to Industrial Development Lease, dated as of March 10, 2000 (collectively, "Lease"), pursuant to which Landlord has leased to Tenant and Tenant has leased from Landlord that certain Property described in the Lease ("Leased Premises") for the term specified in Section 4 of the Lease, commencing on December 15, 1994, subject to termination as provided in the Lease (with any initially capitalized terms appearing in this Amendment not otherwise defined herein, to have the same meanings as attributed to such terms in the Lease).

B. Landlord has now received fee title to a parcel of land described in **Exhibit "A"**, attached hereto and incorporated herein by this reference, from the United States; and has also terminated a lease with the United States with respect to a parcel of land described in **Exhibit "B"**, attached hereto and incorporated herein by this reference (collectively, "Additional Property"). The Additional Property was not included within the Leased Premises, although the Additional Property is part of the Sacramento Army Depot property and is among the Expansion Parcels specified in the Lease.

C. Under Section 2.(b) of the Lease, the Additional Property is to be added to the Leased Premises at such time as it is conveyed to Landlord or otherwise freed for lease to Tenant. The parties wish to add the Additional Property to the Leased Premises, and have agreed to execute this amendment for that purpose.

D. Under Section 2.(F) of the Third Amendment to Industrial Lease, the consent of the Leasehold Mortgagee(s) is required as a condition of effectiveness of any amendment to the Lease. Provision is therefore made on the signature page hereof for consent of Leasehold Mortgagee(s).

Agreement

Now, therefore, the parties agree that the Recitals set forth above are true and correct, and that the following terms and conditions constitute their agreement relating

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CITY
AGREEMENT NO. 94-194-4

CITY MANAGER
AGREEMENT NO. 2000-479

CITY
AGREEMENT NO.


94-194-4

to amendment of the Lease:

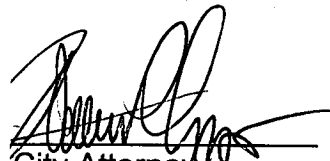
1. The Additional Property is hereby added to the Leased Premises under the Lease.
2. The Additional Property is subject to all of the terms and conditions of the Lease.
3. Except as otherwise set forth herein, the Lease and all of its provisions shall remain in full force and effect.

Landlord"

THE CITY OF SACRAMENTO,
a Charter Municipal Corporation

By 
Title ROBERT P. THOMAS
CITY MANAGER

Approved as to form:


City Attorney

ATTEST:


CITY CLERK

Tenant

U.S. NATIONAL LEASING LLC,
an Alaska Limited Liability Company

By 
Title member

CITY
AGREEMENT NO. 94-194-4

CONSENT OF LEASEHOLD MORTGAGEE(S)

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CITY
AGREEMENT NO. 94-194-4

~~CITY MANAGER
AGREEMENT NO. 2000-479~~

The undersigned Leasehold Mortgagee(s) hereby provide consent to this Fourth Amendment to Industrial Development Lease.

Leasehold Mortgagee:

Name of Mortgagee:

By: _____
Its: _____

Leasehold Mortgagee:

Name of Mortgagee:

By: _____
Its: _____