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When Recorded Return to:

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FIFTH AMENDMENT TO MASTER PROJECT LEASE

by and between the

SACRAMENTO CITY FINANCING AUTHORITY

and the

CITY OF SACRAMENTO

RELATING TO THE
SACRAMENTO CITY FINANCING AUTHORITY
2005 REFUNDING REVENUE BONDS
(SOLID WASTE, REDEVELOPMENT AND MASTER LEASE PROGRAM FACILITIES)

Executed and Entered Into as of June 1, 2005

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FIFTH AMENDMENT TO MASTER PROJECT LEASE

This Fifth Amendment to Master Project Lease (the "Fifth Amendment to Master Project Lease"), executed and entered into as of June 1, 2005, by and between the Sacramento City Financing Authority, a joint exercise of powers authority duly organized and existing under and by virtue of the laws of the State of California (the "Authority"), and the City of Sacramento, a municipal corporation duly organized and existing under and by virtue of the Constitution and laws of the State of California (the "City");

WITNESSETH:

WHEREAS, the City and the Authority duly executed and entered into a Master Site Lease (the "Master Site Lease") as of December 1, 1999, that was recorded on December 14, 1999, in Book 991214 of the Official Records of Sacramento County, at Page 1004, whereby the City leased to the Authority those certain parcels of real property described therein (the "1999 Site"); and

WHEREAS, the Authority and the City thereafter duly executed and entered into a Master Project Lease (the "Master Project Lease") as of December 1, 1999, that was recorded on December 14, 1999, in Book 991214 of the Official Records of Sacramento County, at Page 1005, whereby the Authority and the City determined that it was in the best interests of the City and the residents of the City and the Redevelopment Agency of the City of Sacramento (the "Agency") for the Authority to assist the City and the Agency by financing the acquisition and construction of certain capital improvement projects for the City and by financing the acquisition of certain loan obligations of the Agency so that the Agency can undertake redevelopment activities for the benefit of the City, and the Authority leased the 1999 Site to the City, together with the improvements located thereon (the "1999 Project"); and

WHEREAS, pursuant to the Master Project Lease, the Authority may from time to time finance or refinance the acquisition and construction of additional capital improvement projects for the City and may finance the acquisition of additional loan obligations of the Agency so that the Agency can undertake redevelopment activities for the benefit of the City, (A) by the City leasing additional parcels of real property (each an "Additional Site") to the Authority as provided in the Master Site Lease, and (B) by the Authority leasing such additional parcels of real property, together with the improvements then located thereon or to be acquired and constructed thereon (each an "Additional Project") to the City; and

WHEREAS, pursuant to an Amendment to Master Site Lease (the "Amendment to Master Site Lease") executed and entered into as of July 1, 2000, by and between the City and the Authority that was recorded on July 25, 2000, in Book 20000725 of the Official Records of Sacramento County, at Page 1311, and an Amendment to Master Project Lease (the "Amendment to Master Project Lease") executed and entered into as of July 1, 2000, by and between the Authority and the City that was recorded on July 25, 2000, in Book 20000725 of the Official Records of Sacramento County, at Page 1312, the Authority and the City provided for the financing of the acquisition and construction of certain additional capital improvement

projects for the City by the City leasing additional parcels of real property (the "2000 Site") to the Authority and the Authority leasing such additional parcels of real property, together with the improvements located thereon (the "2000 Project"), to the City; and

WHEREAS, pursuant to a Second Amendment to Master Site Lease (the "Second Amendment to Master Site Lease") executed and entered into as of _____, 2001, by and between the City and the Authority that was recorded on _____, 2001, in Book _____ of the Official Records of Sacramento County, at Page _____, and a Second Amendment to Master Project Lease (the "Second Amendment to Master Project Lease") executed and entered into as of _____, 2001, by and between the Authority and the City that was recorded on _____, 2001, in Book _____ of the Official Records of Sacramento County, at Page _____, the Authority and the City provided for the financing of the acquisition and construction of certain additional capital improvement projects for the City by the City leasing additional parcels of real property (the "2001 Site") to the Authority and the Authority leasing such additional parcels of real property, together with the improvements located thereon (the "2001 Project"), to the City; and

WHEREAS, pursuant to a Third Amendment to Master Site Lease (the "Third Amendment to Master Site Lease") executed and entered into as of _____, 2002, by and between the City and the Authority that was recorded on _____, 2002, in Book _____ of the Official Records of Sacramento County, at Page _____, and a Third Amendment to Master Project Lease (the "Third Amendment to Master Project Lease") executed and entered into as of _____, 2002, by and between the Authority and the City that was recorded on _____, 2002, in Book _____ of the Official Records of Sacramento County, at Page _____, the Authority and the City provided for the financing of the acquisition and construction of certain additional capital improvement projects for the City by the City leasing additional parcels of real property (the "2002 Site") to the Authority and the Authority leasing such additional parcels of real property, together with the improvements located thereon (the "2002 Project"), to the City; and

WHEREAS, the City is obligated under the Master Project Lease to make scheduled base rental payments (the "1999 Base Rental Payments") to the Authority for the lease of the 1999 Project by the Authority to the City, the City is obligated under the Amendment to Master Project Lease to make scheduled base rental payments (the "2000 Base Rental Payments") to the Authority for the lease of the 2000 Project by the Authority to the City, the City is obligated under the Second Amendment to Master Project Lease to make scheduled base rental payments (the "2001 Base Rental Payments") to the Authority for the lease of the 2001 Project by the Authority to the City and the City is obligated under the Third Amendment to Master Project Lease to make scheduled base rental payments (the "2002 Base Rental Payments") to the Authority for the lease of the 2002 Project by the Authority to the City, and may provide for the discharge and satisfaction of [all] [a portion of] such base rental payments pursuant to Section 13.01(b) of the Master Project Lease; and

WHEREAS, the Authority and the City have determined that it is in the best interests of the City and the residents of the City (through the sale and delivery of revenue bonds of the Authority secured in part by the base rental payments due under the Fifth Amendment to

Master Project Lease) to refund [all] [a portion] of the Sacramento City Financing Authority 1999 Capital Improvement Revenue Bonds (Solid Waste and Redevelopment Projects) [with stated maturity dates of [to come]] (the "1999 Bonds"), Sacramento City Financing Authority 2000 Capital Improvement Revenue Bonds (City of Sacramento 2000 Public Safety and Parking Improvements) [with stated maturity dates of [to come] (the "2000 Bonds"), Sacramento City Financing Authority 2001 Capital Improvement Revenue Bonds (Water and Capital Improvement Projects) [with stated maturity dates of [to come] (the "2001 Bonds") and Sacramento City Financing Authority 2002 Revenue Bonds, Series A (City Hall and Redevelopment Projects) [with stated maturity dates of [to come]] (the "2002 Bonds" and collectively with the 1999 Bonds, the 2000 Bonds and the 2001 Bonds, the "Prior Bonds") in accordance with their terms from the proceeds of sale of the Sacramento City Financing Authority 2005 Refunding Revenue Bonds (Solid Waste, Redevelopment and Master Lease Program Facilities) (the "Refunding Bonds") issued under the terms of the Indenture (the "2005 Indenture") dated as of June 1, 2005, by and between the Authority and the Trustee; and

WHEREAS, certain of the proceeds of the sale of the Refunding Bonds will be deposited with the Trustee, acting as escrow agent (the "Escrow Agent") pursuant to an Escrow Agreement, dated as of June 1, 2005, between the Authority and the Escrow Agent, to be held in trust in certain escrow funds by the Escrow Agent and applied to the payment or redemption of all of the Prior Bonds, all as more particularly set forth in the Escrow Agreement; and

WHEREAS, in accordance with Section 13.01 of the Master Project Lease, the Escrow Agreement by its terms constitutes a deposit with the Trustee of money in an amount which shall be sufficient, and securities defined in paragraphs (1) and (2) of the definition of Legal Investments (as that term is defined in the respective indenture for each of the Prior Bonds) which are not subject to redemption prior to maturity except by the holder thereof (including any such securities issued or held in book entry form) the interest on and principal of which when paid will provide money which, together with such money, shall be sufficient, as stated in a report of _____, a nationally recognized independent certified public accountant addressed to the City and the Trustee verifying such sufficiency in full, to pay when due the principal component of [all] [a portion of] the 1999 Base Rental Payments, the 2000 Base Rental Payments, the 2001 Base Rental Payments and the 2002 Base Rental Payments, as set forth in Exhibit D attached hereto and incorporated herein and made a part hereof (the "Prior Master Lease Base Rental Payments") on and prior to its payment date or its date of prepayment, as the case may be, and the interest component and prepayment premium, if any, thereon, so that any unpaid principal component of a Prior Base Rental Payment shall, prior to its scheduled payment date or date of prepayment, be deemed to have been paid within the meaning of and with the effect expressed in Section 13.01(b) of the Master Project Lease (except that the City shall remain liable for such Prior Master Lease Base Rental Payments, but only out of such money or securities deposited with the Escrow Agent in the respective escrow funds for such Prior Master Lease Base Rental Payments as more fully set forth in the Escrow Agreement);

WHEREAS, in order to finance the Refunding Bonds, the Authority will lease to the City, pursuant to the Fifth Amendment to Master Project Lease, the Site, together with the improvements located thereon, including the 1999 Project, the 2000 Project, the 2001 Project and the 2002 Project, and will thereafter constitute the "Project" as provided in the Master

Project Lease; and

WHEREAS, pursuant to the Fifth Amendment to Master Project Lease, the City will become obligated thereunder to make certain scheduled base rental payments (the "Refunding Base Rental Payments") and additional rental payments (the "Refunding Additional Rental Payments") to the Authority for the lease of the Project to the City; and

WHEREAS, pursuant to the Fifth Amendment to Master Project Lease, in order to provide for the payment of debt service on the portions of the 1999 Bonds, the 2000 Bonds, the 2001 Bonds and the 2002 Bonds that are not refunded by the Refunding Bonds, the City will remain obligated hereunder to make amended 1999 Base Rental Payments (the "Amended 1999 Base Rental Payments"), amended 2000 Base Rental Payments (the "Amended 2000 Base Rental Payments"), amended 2001 Base Rental Payments (the "Amended 2001 Base Rental Payments"), and amended 2002 Base Rental Payments (the "Amended 2002 Base Rental Payments"), which together with the Refunding Base Rental Payments will constitute the "Base Rental Payments" as provided in the Master Project Lease, to the Authority for the lease of the Project to the City; and

WHEREAS, the Authority and the City hereby certify that all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and entering into of the Fifth Amendment to Master Project Lease do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into the Fifth Amendment to Master Project Lease;

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND OF THE MUTUAL AGREEMENTS AND COVENANTS CONTAINED HEREIN AND FOR OTHER VALUABLE CONSIDERATION, THE PARTIES HERETO DO HEREBY AGREE AS FOLLOWS:

ARTICLE I

DEFINITIONS

SECTION 1.01. Definitions.

(a) All the terms which are defined in Section 1.01 of the Master Project Lease shall (except as otherwise provided herein) have the same definitions, respectively, in the Fifth Amendment to Master Project Lease that are given to such terms in Section 1.01 of the Master Project Lease.

(b) Unless the context otherwise requires, the terms defined in this section shall for all purposes hereof and of the Master Project Lease and of any certificate, opinion, report, request or other document mentioned herein or therein have the meanings defined herein, the following definitions to be equally applicable to both the singular and plural forms of any of the terms defined herein:

2005 Indenture

“2005 Indenture” means the Indenture dated as of June 1, 2005, by and between the Authority and the Trustee, as originally executed and as it may from time to time be amended or supplemented as provided therein, pursuant to which the Authority will execute and deliver the 2005 Bonds, which constitutes a Supplemental Indenture under the Master Project Lease.

Amended 1999 Base Rental Payments

“Amended 1999 Base Rental Payments” means the payments payable by the City as Base Rental Payments pursuant to Section 5.01(c) hereof, which constitute Base Rental Payments under the Master Project Lease.

Amended 2000 Base Rental Payments

“Amended 2000 Base Rental Payments” means the payments payable by the City as Base Rental Payments pursuant to Section 5.01(c) hereof, which constitute Base Rental Payments under the Master Project Lease.

Amended 2001 Base Rental Payments

“Amended 2001 Base Rental Payments” means the payments payable by the City as Base Rental Payments pursuant to Section 5.01(c) hereof, which constitute Base Rental Payments under the Master Project Lease.

Amended 2002 Base Rental Payments

“Amended 2002 Base Rental Payments” means the payments payable by the City as Base Rental Payments pursuant to Section 5.01(c) hereof, which constitute Base Rental Payments under the Master Project Lease.

Escrow Agreement

“Escrow Agreement” means the Escrow Agreement, dated as of June 1, 2005, by and between the Authority and The Bank of New York Trust Company, N.A., as escrow agent, providing for the refunding and defeasance of the Prior Bonds and the discharge, payment and satisfaction of the Prior Master Lease Base Rental Payments.

Escrow Fund

“Escrow Fund” means the Escrow Funds relating to the Prior Bonds established pursuant to the Escrow Agreement and Section 4.01 hereof and maintained by the Escrow Agent.

Fifth Amendment to Master Project Lease

“Fifth Amendment to Master Project Lease” means this Fifth Amendment to Master Project Lease executed and entered into as of June 1, 2005, by and between the Authority and the City, amending the Master Project Lease to refund a portion of the Project leased by the

Authority to the City thereunder.

Master Lease Reserve Requirement

“Master Lease Reserve Requirement” means \$ _____.

Principal Payment Date

“Principal Payment Date” means _____ of each year, commencing on _____, _____ and ending on the last principal payment date of the Refunding Bonds.

Prior Bonds

“Prior Bonds” means (1) the \$ _____ aggregate principal amount of Sacramento City Financing Authority 1999 Capital Improvement Revenue Bonds (Solid Waste and Redevelopment Projects) [with stated maturity dates of [to come]], (2) the \$ _____ aggregate principal amount of Sacramento City Financing Authority 2000 Capital Improvement Revenue Bonds (City of Sacramento 2000 Public Safety and Parking Improvements) [with stated maturity dates of [to come]], (3) the \$ _____ aggregate principal amount of Sacramento City Financing Authority 2001 Capital Improvement Revenue Bonds (Water and Capital Improvement Projects) [with stated maturity dates of [to come]], and (4) the \$ _____ aggregate principal amount of Sacramento City Financing Authority 2002 Revenue Bonds, Series A (City Hall and Redevelopment Projects) [with stated maturity dates of [to come]].

Prior Master Lease Base Rental Payments

“Prior Master Lease Base Rental Payments” means the Base Rental Payments which upon the issuance of the Refunding Bonds and the deposit of certain proceeds thereof with the Escrow Agent pursuant to the Escrow Agreement shall be deemed paid and satisfied and which are more fully set forth in Exhibit D hereto.

Project

“Project” shall have the meaning given such term in the recitals.

Refunding Additional Rental Payments

“Refunding Additional Rental Payments” means the payments payable by the City as Additional Rental Payments pursuant to Section 5.01(b) hereof, which constitute Additional Rental Payments under the Master Project Lease.

Refunding Base Rental Payments

“Refunding Base Rental Payments” means the payments payable by the City as Base Rental Payments pursuant to Section 5.01(a) hereof, which constitute Base Rental Payments under the Master Project Lease.

Refunding Bonds

“Refunding Bonds” means the Sacramento City Financing Authority 2005 Refunding Revenue Bonds (Solid Waste, Redevelopment and Master Lease Program Facilities) issued by the Authority under and pursuant to the 2005 Indenture and which constitute Additional Bonds under the Master Project Lease, the proceeds of which will be used by the Authority as the source of funds for the refunding of the Prior Bonds and used by the City for the discharge, payment and satisfaction of the Prior Master Lease Base Rental Payments.

Trustee

“Trustee” means The Bank of New York Trust Company, N.A., a banking corporation duly organized and existing under and by virtue of the laws of the State and authorized to accept and execute trusts of the character set forth in the 2005 Indenture, at its Principal Corporate Trust Office (as that term is defined in the 2005 Indenture), and its successors or assigns, or any other bank or trust company having a corporate trust office in Los Angeles or San Francisco, California, which may at any time be substituted in its place as provided in Section 5.01 of the 2005 Indenture.

ARTICLE II

NO ADDITIONS TO THE PROJECT

SECTION 2.01. Additions to the Project. This Fifth Amendment to Master Project Lease makes no additions or modifications to the Project.

ARTICLE III

TERM OF THE MASTER PROJECT LEASE

SECTION 3.01. Term of the Master Project Lease. If the term of the Master Site Lease is extended or shortened in accordance with the terms thereof, the term hereof shall (subject to Section 14.06 of the Master Project Lease) end on the day immediately preceding the date of termination of the Master Site Lease.

ARTICLE IV

USE OF PROCEEDS

SECTION 4.01. Use of Proceeds. The parties hereto agree that pursuant to Section 2.12 of the Indenture, a portion of the proceeds of the Refunding Bonds (namely, \$ _____) shall be deposited directly into the Escrow Fund and a portion of the proceeds paid to the City (namely, \$ _____), shall be deposited by the City in the “Sacramento City Financing Authority 2005 Refunding Revenue Bonds (Solid Waste, Redevelopment and Master Lease Program Facilities) Costs of Issuance Fund (the “Costs of Issuance Fund”), which fund is established under the 2005 Indenture, and all of such proceeds of the Refunding Bonds in the

aggregate shall constitute the payment for the acquisition of the Fifth Amendment to Master Project Lease. The Costs of Issuance Fund shall be used by the City to pay for the costs of issuance of the Refunding Bonds, refunding the Prior Bonds and discharging the Prior Master Lease Base Rental Payments.

ARTICLE V

RENTAL PAYMENTS

SECTION 5.01. Payment of Refunding Base Rental Payments. The City agrees to pay to the Authority, its successor or assigns, without deduction or offset of any kind, as rental for the use and occupancy of the Project the following amounts at the following times:

(a) Refunding Base Rental Payments. The City shall pay to the Authority the Refunding Base Rental Payments which shall be due in the amounts and at the times set forth in the Refunding Base Rental Payment Schedule contained in Exhibit B attached hereto and made a part hereof, which Refunding Base Rental Payments shall be payable by the City, together with the Amended 1999 Base Rental Payments, the Amended 2000 Base Rental Payments, the Amended 2001 Base Rental Payments and the Amended 2002 Base Rental Payments, for the lease of the 2005 Project to it. Each Refunding Base Rental Payment shall be payable to the Trustee (as assignee of the Authority pursuant to the 2005 Indenture) in immediately available funds on the Business Day immediately preceding such Refunding Base Rental Payment Date (the "Due Date"), and any payments remitted to the Trustee prior to any Due Date shall be invested for the credit of the City as instructed by the City, and any interest or other income with respect thereto accruing prior to each such Due Date shall belong to the City and shall be returned by the Trustee, on behalf of the Authority, to the City on June 1 and December 1 of each year or shall be transferred as otherwise directed by the City. The City shall provide written notice to the Trustee at least thirty (30) Business Days prior to any Due Date upon which it expects to be unable to pay the Refunding Base Rental Payment due on such Due Date, informing the Trustee of its expected inability to pay the Refunding Base Rental Payment due on such Due Date. The City covenants (subject to Section 6.04 of the Master Project Lease) to take such action each year as may be necessary to include all Refunding Base Rental Payments due hereunder in its annual budgets and (to the extent that provisions for the payment of Refunding Base Rental Payments have not been otherwise made) to make the necessary annual appropriations for all such Refunding Base Rental Payments, and the City will furnish to the Trustee, within ninety (90) days after the final adoption of each annual budget of the City, a certificate that the annual budget of the City provides for all such Refunding Base Rental Payments required to be made hereunder in such year.

(b) 2005 Additional Rental Payments. The City shall pay to the Authority or the Trustee, as the case may be, as 2005 Additional Rental Payments hereunder (in addition to the foregoing Refunding Base Rental Payments and the following Amended 1999 Base Rental Payments, the Amended 2000 Base Rental Payments, the Amended 2001 Base Rental Payments and the Amended 2002 Base Rental Payments) all such amounts in each year as shall be required by the Authority or the Trustee for the payment of all costs and expenses incurred by the Authority or the Trustee in connection with the performance, enforcement or amendment of the

Fifth Amendment to Master Project Lease, including but not limited to payment of all fees and expenses of the Authority or the Trustee in connection with the lease of the 2005 Project to the City, together with all salaries and wages of employees, all expenses, compensation and indemnification of the Trustee payable by the Authority under the 2005 Indenture, all fees of auditors, accountants, attorneys or engineers, all insurance premiums, all taxes and all other necessary administrative costs of the Authority or charges required to be paid by it in order to maintain its existence or to comply with the terms of the Refunding Bonds or the 2005 Indenture or hereof, including the payment of all costs due under the Surety Bond (as defined in the 2005 Indenture). Such 2005 Additional Rental Payments shall be billed to the City by the Authority or by the Trustee from time to time, and all amounts so billed shall be due and payable by the City to the Authority or the Trustee, as designated in the bill to the City, within thirty (30) days after receipt of the bill by the City. The City reserves the right to audit billings for 2005 Additional Rental Payments although exercise of such right shall in no way affect the duty of the City to make full and timely payment for all 2005 Additional Rental Payments.

(c) Amended 1999 Base Rental Payments, Amended 2000 Base Rental Payments, Amended 2001 Base Rental Payments and Amended 2002 Base Rental Payments. The City shall pay to the Authority the Amended 1999 Base Rental Payments, the Amended 2000 Base Rental Payments, the Amended 2001 Base Rental Payments and the Amended 2002 Base Rental Payments which shall be due in the amounts and at the times set forth in the Amended Base Rental Payment Schedule contained in Exhibit C attached hereto and made a part hereof, which Amended 1999 Base Rental Payments, Amended 2000 Base Rental Payments, Amended 2001 Base Rental Payments and Amended 2002 Base Rental Payments shall be payable by the City, together with the refunding Base Rental Payments, for the lease of the Project to it. Except as set forth in Exhibit C hereto, each Amended 1999 Base Rental Payments shall be payable to the Trustee in the time, form and manner set forth in Section ____ of the Second Amendment to Master Project Lease, each Amended 2000 Base Rental Payments shall be payable to the Trustee in the time, form and manner set forth in Section ____ of the Amendment to Master Project Lease, each Amended 2001 Base Rental Payments shall be payable to the Trustee in the time, form and manner set forth in Section ____ of the Second Amendment to Master Project Lease, and each Amended 2002 Base Rental Payments shall be payable to the Trustee in the time, form and manner set forth in Section ____ of the Third Amendment to Master Project Lease.

SECTION 5.02. Prepayment of Refunding Base Rental Payments.

(a) The City may prepay, from eminent domain proceeds or net insurance proceeds received by it pursuant to Section 9.01 of the Master Project Lease, all or any portion of the principal components of Refunding Base Rental Payments then unpaid, as a whole or in part on any date in integral multiples of five thousand dollars (\$5,000) so that the aggregate annual amounts of principal components of Refunding Base Rental Payments which shall be payable after such prepayment date shall each be in an integral multiple of five thousand dollars (\$5,000) and shall be as nearly proportional as practicable to the aggregate annual amounts of principal components of Refunding Base Rental Payments then unpaid, at a prepayment price equal to the sum of the principal components prepaid plus accrued interest thereon to the date of prepayment, without a prepayment premium.

(b) The City may prepay, from any source of available funds, all or any portion of the principal components of Refunding Base Rental Payments due on the Principal Payment Dates on or after _____ 1, _____, as a whole on any date on or after _____ 1, _____, or in part in such amounts in integral multiples of five thousand dollars (\$5,000) and from such maturities as are selected by the Treasurer of the City on any date on or after _____ 1, _____, at a prepayment price equal to the sum of the principal components prepaid plus accrued interest thereon to the date of prepayment, without a prepayment premium.

Before making any prepayment pursuant to this section, the City shall, within five (5) Business Days following the event creating such right or obligation to prepay, give written notice to the Authority and the Trustee describing such event and specifying the date on which the prepayment will be made, which date shall be not less than seventy-five (75) days from the date such notice is given.

SECTION 5.03. Reserve Account. The City agrees that, if ever the Master Lease Reserve Subaccount (as that term is defined in the 2005 Indenture, and herein the "Reserve Account") is drawn upon, the first Refunding Base Rental Payments made thereafter shall be used to restore the Reserve Account to an amount equal to the Master Lease Reserve Requirement; provided, that after the Refunding Bonds are no longer Outstanding (as that term is defined in the 2005 Indenture) under the 2005 Indenture, any balance of money remaining in the Reserve Account shall be transferred to such other fund or account of the City or shall be otherwise used by the City for any lawful purpose as the City may direct.

ARTICLE VI

MISCELLANEOUS

SECTION 6.01. Notices. All written notices to be given hereunder shall be given by first class mail to the party entitled thereto at its address set forth below, or at such other address as such party may provide to the other parties in writing from time to time, namely:

If to the Authority:

Sacramento City Financing Attorney
c/o City Attorney
City of Sacramento
980 Ninth Street, 10th Floor
Sacramento, California 95814

If to the City:

City of Sacramento
c/o City Treasurer
City of Sacramento
926 J Street, Suite 300
Sacramento, California 95814

If to the Trustee:

The Bank of New York Trust Company, N.A.
550 Kearny Street, Suite 600
San Francisco, California 94108
Attention: Corporate Trust Department
FAX: 415/399-1647

If to the Bond Insurer:

[to come]

SECTION 6.02. Effect of Fifth Amendment to Master Project Lease. Except as herein otherwise expressly provided, the Master Project Lease and all agreements, conditions, covenants and terms contained therein shall remain in full force and effect, and are hereby approved, confirmed and ratified by the parties hereto; provided, that the leasing by the City to the Authority of the 2005 Site shall not effect or result in a merger of the City's leasehold estate pursuant hereto and its fee simple estate as lessor under the Master Site Lease, and the Authority shall continue to have and hold a leasehold estate in the 2005 Site pursuant to the Master Site Lease throughout the term thereof and the term hereof, and as to the 2005 Site, the Fifth Amendment to Master Project Lease shall be deemed and constitute a sublease; and provided further, that the City agrees that (i) if it proceeds pursuant to Section 2.06 of the Master Project Lease to add an Additional Project to the Project, the real property that shall be so added shall be property that has been accepted by the City, and the Bond Insurer (as that term is defined in the 2005 Indenture) shall be provided with a copy of the certificate executed by the City in accordance with such Section 2.06, (ii) such Bond Insurer shall have the right to give notice of covenant defaults under Section 12.01 of the Master Project Lease, and any such notice shall have the same force and effect hereunder as if it came from the Authority or the Trustee, (iii) the City may not terminate the Master Project Lease as a remedy for a default by the Authority thereunder, and (iv) a default under the Master Project Lease shall constitute an Event of Default under the 2005 Indenture.

SECTION 6.03. Execution. The Fifth Amendment to Master Project Lease may be executed and entered into in several counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed and entered into the Fifth Amendment to Master Project Lease by their officers thereunto duly authorized as of the day and year first written above.

SACRAMENTO CITY FINANCING AUTHORITY

By
Treasurer

ATTEST:

Assistant Secretary

CITY OF SACRAMENTO

By
Treasurer

(SEAL)

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT A

Description of the Site

All those certain parcels of real property in the City of Sacramento, the County of Sacramento, the State of California, described as follows:

[TO COME]

EXHIBIT B

Refunding Base Rental Payment Schedule

<u>Refunding Base Rental Payment Date</u>	<u>Principal Component</u>	<u>Interest Component</u>	<u>Total Refunding Base Rental Payment</u>
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EXHIBIT CAmended Base Rental Payment Schedule

AMENDED 1999 BASE RENTAL PAYMENTS

<u>Prior Base Rental Payment Date</u>	<u>Principal Component</u>	<u>Interest Component</u>	<u>Total Prior Base Rental Payment</u>
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AMENDED 2000 BASE RENTAL PAYMENTS

<u>Prior Base Rental Payment Date</u>	<u>Principal Component</u>	<u>Interest Component</u>	<u>Total Prior Base Rental Payment</u>
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AMENDED 2001 BASE RENTAL PAYMENTS

<u>Prior Base Rental Payment Date</u>	<u>Principal Component</u>	<u>Interest Component</u>	<u>Total Prior Base Rental Payment</u>
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AMENDED 2002 BASE RENTAL PAYMENTS

<u>Prior Base Rental Payment Date</u>	<u>Principal Component</u>	<u>Interest Component</u>	<u>Total Prior Base Rental Payment</u>
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EXHIBIT D

Prior Base Rental Payment Schedule

<u>Prior Base Rental Payment Date</u>	<u>Principal Component</u>	<u>Interest Component</u>	<u>Total Prior Base Rental Payment</u>
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[ATTACH NOTARY FORMS]