

**CITY OF SACRAMENTO
COLLEGE SQUARE
COMMUNITY FACILITIES DISTRICT NO. 2005-01
2007 SPECIAL TAX BONDS**

**CONTINUING DISCLOSURE CERTIFICATE
(ISSUER)**

This Continuing Disclosure Certificate (this “Disclosure Certificate”) is executed and delivered by the City of Sacramento (the “City”) in connection with the issuance of its City of Sacramento College Square Community Facilities District No. 2005-01, 2007 Special Tax Bonds (the “Bonds”) pursuant to an Indenture dated as of September 1, 2007 (the “Indenture”), and in connection therewith the City covenants and agrees as follows:

SECTION 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the City for the benefit of the Holders and Beneficial Owners of the Bonds and in order to assist the Underwriter in complying with S.E.C. Rule 15c2—12(b)(5).

SECTION 2. Definitions. In addition to the definitions set forth in the Indenture, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Annual Report” means any Annual Report provided by the City pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

“Beneficial Owner” means any person which has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds, including persons holding Bonds through nominees or depositories.

“Dissemination Agent” means any Dissemination Agent designated in writing by the City and which has filed with the City a written acceptance of such designation. The City shall act as initial Dissemination Agent under this Disclosure Certificate.

“Holders” means either the registered owners of the Bonds, or, if the Bonds are registered in the name of The Depository Trust Company or another recognized depository, any applicable participant in its depository system.

“Listed Events” means any of the events listed in Section 5(a) of this Disclosure Certificate.

“MSRB” means the Municipal Securities Rulemaking Board.

“National Repository” means any Nationally Recognized Municipal Securities Information Repository for purposes of the Rule. Information on the National Repositories as of a particular date is available on the Internet at www.sec.gov/info/municipal/nrmsir.

“Report Date” means seven months after the end of the District’s fiscal year, or February 1 of each year based upon the District’s current June 30 fiscal year end.

“Repository” means each National Repository and each State Repository.

“Rule” means Rule 15c2—12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“State” means the State of California.

“State Repository” means any public or private repository or entity designated by the State as a state repository for the purpose of the Rule and recognized as such by the Securities and Exchange Commission. As of the date of this Certificate, there is no State Repository.

“Underwriter” means Stone & Youngberg LLC as original underwriter of the Bonds and any other underwriter of the Bonds required to comply with the Rule in connection with offering of the Bonds.

SECTION 3. Provision of Annual Reports.

(a) The City shall, not later than the Report Date, commencing February 1, 2008 with the report for the 2006-07 fiscal year, provide to each Repository and (upon request each year to the Underwriter) an Annual Report that is consistent with the requirements of Section 4 of this Disclosure Certificate. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the City may be submitted separately from the balance of the Annual Report and later than the Report Date if they are not available by that date. The City shall give notice of any change in its fiscal year in the same manner as for a Listed Event under Section 5(c).

(b) Not later than 15 Business Days prior to the Report Date, the City shall provide the Annual Report to the Dissemination Agent (if other than the City). If the City is unable to provide to the Repositories an Annual Report by the Report Date, the City (or the Dissemination Agent, if other than the City) shall send a notice to each Repository in substantially the form attached as Exhibit A.

(c) The Dissemination Agent shall:

(i) determine each year prior to the Report Date the name and address of each National Repository and each State Repository;

(ii) file the Annual Report with each Repository by the Report Date and file any notice of a Listed Event, if requested by the City, as soon as practicable following receipt from the City of such notice; and

(iii) (if the Dissemination Agent is other than the City) file a report with the City certifying that the Annual Report has been provided pursuant to this Disclosure Certificate, stating the date it was provided and listing all the Repositories to which it was provided.

(d) Any filing under this Agreement may be made solely by transmitting such filing to the Texas Municipal Advisory Council ("MAC") as provided at www.disclosureusa.org unless the United States Securities and Exchange Commission has withdrawn the interpretative advice in its letter to the MAC dated September 7, 2004.

SECTION 4. Content of Annual Reports. The City's Annual Report shall contain or incorporate by reference the following:

- (a) The City's comprehensive audited financial report for the prior fiscal year.
- (b) A maturity schedule for the outstanding Bonds, and a listing of Bonds redeemed prior to maturity during the prior fiscal year.
- (c) Balances in each of the following funds established pursuant to the Indenture as of the close of the prior fiscal year:
 - (i) the Bond Redemption Fund (with a statement of the debt service requirement to be discharged by said Fund prior to the receipt of expected additional special tax revenue); and
 - (ii) the Bond Reserve Fund.
- (d) A statement of the debt service requirements for the Bonds for the prior fiscal year.
- (e) A statement of the total special tax levied in the prior fiscal year.
- (f) A statement of the actual special tax collections for the Community Facilities District for the prior fiscal year.
- (g) The following information (to the extent that it is no longer reported in the City's annual filings with the California Debt and Investment Advisory Commission regarding the Bonds):
 - (i) the Reserve Requirement for the prior fiscal year;
 - (ii) a statement as to the status of any foreclosure actions with respect to delinquent payments of the Special Tax; and
 - (iii) a statement of any discontinuance of the County's Teeter Plan with respect to any taxable property in the District.

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the City or related public entities, which have been submitted to each of the Repositories or the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from the MSRB. The City shall clearly identify each such other document so included by reference.

SECTION 5. Reporting of Significant Events.

- (a) Pursuant to the provisions of this Section 5, the City shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds, if material:
 - (i) Principal and interest payment delinquencies;
 - (ii) Non-payment related defaults;

- (iii) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (iv) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (v) Substitution of credit or liquidity providers, or their failure to perform;
- (vi) Adverse tax opinions or events affecting the tax-exempt status of the Bonds;
- (vii) Modifications to the rights of Holders of the Bonds;
- (viii) Bond calls;
- (ix) Defeasances;
- (x) Release, substitution, or sale of property securing repayment of the Bonds; and
- (xi) Rating changes on the Bonds.

(b) Whenever the City obtains knowledge of the occurrence of a Listed Event, the City shall as soon as possible determine if such event would be material under applicable federal securities laws.

(c) If the City determines that knowledge of the occurrence of a Listed Event would be material under applicable federal securities laws, the City shall promptly deliver a notice of such occurrence to the Underwriter (upon request of the Underwriter) and to the Dissemination Agent (if other than the City) which shall promptly file copies of the notice either with (1) the Repositories or (2) the MSRB; and then (if the Dissemination Agent is other than the City) file a report with the City certifying that the Listed Event notice has been provided pursuant to this Disclosure Certificate, stating the date it was provided and indicating that it was provided to the MSRB or listing all the Repositories to which it was provided. Notwithstanding the foregoing, notice of Listed Events described in subsections (a)(viii) and (ix) need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to the Holders of affected Bonds pursuant to the Indenture.

SECTION 6. Termination of Reporting Obligation. The City's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the City shall give notice of such termination in the same manner as for a Listed Event under Section 5(c).

SECTION 7. Dissemination Agent. The City may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent (if other than the City) shall not be responsible in any manner for the content of any notice or report prepared by the City pursuant to this Disclosure Certificate. The initial Dissemination Agent shall be the City.

SECTION 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the City may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Sections 3(a), 4, or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements or change in law;

(b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver either (i) is approved by the Holders of the Bonds in the same manner as provided in the Indenture for amendments to the Indenture with the consent of the Holders of the Bonds, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Holders of the Bonds or Beneficial Owners of the Bonds.

In the event of any amendment or waiver of a provision of this Disclosure Certificate, the City shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of information being presented by the City.

SECTION 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the City chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the City shall have no obligation under this Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 10. City Not Responsible for Continuing Disclosure by Other Parties. Nothing contained herein shall be construed to require the City to enforce the obligation of any other party, including any owner or property within the Community Facilities District, to provide information to any National Repository, the State Repository, the MSRB, or any Participating Underwriter or otherwise to comply with such other party's continuing disclosure undertaking entered into in connection with the issuance of the Bonds.

SECTION 11 Default. In the event of a failure of the City to comply with any provision of this Disclosure Certificate any Holders of the Bonds or Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this Disclosure Certificate. The sole remedy under this Disclosure Certificate in the event of any failure of the City to comply with this Disclosure Certificate shall be an action to compel performance.

SECTION 12. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and if the City is not the Dissemination Agent, the City agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the

costs and expenses (including attorneys fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the City under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

SECTION 13. Notices. Any notice or communications to be among any of the parties to this Disclosure Certificate may be given as follows:

To the City:

City of Sacramento
915 I Street
Office of the City Treasurer
Historic City Hall
Third Floor, #0900
Sacramento, California 95814-2704
Attention: City Treasurer
Fax: (916) 808-5168

To the Participating Underwriter:

Stone & Youngberg LLC
One Ferry Building
San Francisco, California 94111
Attention: Municipal Research Department
Fax: (415) 445-2395

Any person may, by written notice to the other persons listed above, designate a different address or telephone number(s) to which subsequent notices or communications should be sent.

SECTION 14. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the City, the Underwriter, the Holders of the Bonds and the Beneficial Owners of the Bonds from time to time, and shall create no rights in any other person or entity.

Date: September __, 2007

CITY OF SACRAMENTO

By: _____
City Treasurer

EXHIBIT A

NOTICE TO REPOSITORIES OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: City of Sacramento

Name of Bond Issue: City of Sacramento College Square Community Facilities District No. 2005-01,
2007 Special Tax Bonds

Date of Issuance: September __, 2007

NOTICE IS HEREBY GIVEN that the City has not provided an Annual Report with respect to the above-named Bonds as required by the Continuing Disclosure Certificate (Issuer) dated as of September __, 2007. The City anticipates that the Annual Report will be filed by

Dated: _____

By: _____
Authorized Representative

**CITY OF SACRAMENTO
COLLEGE SQUARE
COMMUNITY FACILITIES DISTRICT NO. 2005-01
2007 SPECIAL TAX BONDS**

**CONTINUING DISCLOSURE CERTIFICATE
(DEVELOPER)**

This Continuing Disclosure Certificate (this “Disclosure Certificate”) is executed and delivered by _____, (the “Developer”) in connection with the issuance by the City of Sacramento (the “City”) of its City of Sacramento College Square Community Facilities District No. 2005-01, 2007 Special Tax Bonds (the” Bonds”) pursuant to an Indenture dated as of September 1, 2007 (the “Indenture”), and in connection therewith the Developer covenants and agrees as follows:

SECTION 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the Developer for the benefit of the Holders and Beneficial Owners of the Bonds and in order to assist the Underwriter in complying with S.E.C. Rule 15c2—12(b)(5).

SECTION 2. Definitions. In addition to the definitions set forth in the Indenture, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Beneficial Owner” shall mean any person which has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds, including persons holding Bonds through nominees or depositories.

“Dissemination Agent” shall mean any Dissemination Agent designated in writing by the Developer and which has filed with the Developer a written acceptance of such designation. The Developer shall act as initial Dissemination Agent under this Disclosure Certificate.

“Holders” shall mean either the registered owners of the Bonds, or, if the Bonds are registered in the name of The Depository Trust Company or another recognized depository, any applicable participant in its depository system.

“Listed Events” shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

“MSRB” shall mean the Municipal Securities Rulemaking Board.

“National Repository” shall mean any Nationally Recognized Municipal Securities Information Repository for purposes of the Rule. Information on the National Repositories as of a particular date is available on the Internet at www.sec.gov/info/municipal/nrmsir.

“Report Date” means three months after the end of the City’s fiscal year (i.e., September 30) and nine months after the end of the City’s fiscal year (i.e., March 31) based upon the District’s current June 30 fiscal year end.

“Repository” shall mean each National Repository and each State Repository.

“Rule” shall mean Rule 15c2—12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“Semiannual Disclosure Report” shall mean any Semiannual Disclosure Report provided by the Developer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

“State” shall mean the State of California.

“State Repository” shall mean any public or private repository or entity designated by the State as a state repository for the purpose of the Rule and recognized as such by the Securities and Exchange Commission. As of the date of this Certificate, there is no State Repository.

“Underwriter” shall mean Stone & Youngberg LLC as original underwriter of the Bonds and any other underwriter of the Bonds required to comply with the Rule in connection with offering of the Bonds.

SECTION 3. Provision of Semiannual Disclosure Reports.

(a) The Developer shall, not later than the first Report Date, commencing March 31, 2008 provide to each Repository and the original Underwriter of the Bonds (if requested) a Semiannual Disclosure Report which is consistent with the requirements of Section 4 of this Disclosure Certificate.

(b) Not later than 15 Business Days prior to each Report Date, the Developer shall provide the Semiannual Disclosure Report to the Dissemination Agent (if other than the Developer). If the Developer is unable to provide to the Repositories a Semiannual Disclosure Report by the Report Date, the Developer shall send a notice to each Repository in substantially the form attached as Exhibit A.

(c) The Dissemination Agent shall:

(i) determine each year prior to the Report Date the name and address of each National Repository and each State Repository;

(ii) file the Semiannual Disclosure Report with each Repository by the Report Date and file any notice of a Listed Event, if requested by the Developer, as soon as practicable following receipt from the Developer of such notice; and

(iii) (if the Dissemination Agent is other than the Developer), file a report with the Developer certifying that the Semiannual Disclosure Report has been provided pursuant to this Disclosure Certificate, stating the date it was provided and listing all the Repositories to which it was provided.

(d) Any filing under this Agreement may be made solely by transmitting such filing to the Texas Municipal Advisory Council ("MAC") as provided at www.disclosureusa.org unless the United States Securities and Exchange Commission has withdrawn the interpretative advice in its letter to the MAC dated September 7, 2004.

SECTION 4. Content of Semiannual Disclosure Report. The Developer's Semiannual Disclosure Report shall contain or incorporate by reference the following:

(a) Any significant changes (as enumerated in Section 5 or which could materially affect the security for the Bonds) in the information concerning the Developer contained in the Official Statement dated September ____, 2007, relating to the Bonds (the “Official Statement”).

(b) Any change in the legal structure of the Developer or in the composition of the Developer.

(c) Any denial of credit, lines of credit, loans or loss of source of capital that could have a significant impact on the ability of the Developer to make Special Tax payments or to comply with its obligation under any development agreement or shortfall agreement entered into with the City.

(d) Information relating to all property owned by the Developer within the District (the "Property") and a summary of the Developer's activity on the Property since the filing of the last Semiannual Disclosure Report, including, but not limited to (as applicable):

(i) property currently owned in the District by the Developer;

(ii) status of development or construction activities on the Property, including the issuance of building permits;

(iii) any significant amendments to or changes in land use entitlements;

(iv) number of acres/lots/homes sold, optioned or leased by the Developer to end users or builders; and

(v) a description of the status of any land purchase contracts with regard to the Property.

(e) Any significant changes in the information concerning the Developer's property set forth in the Official Statement under the caption "OWNERSHIP AND DEVELOPMENT OF PROPERTY WITHIN THE DISTRICT" including, without limitation, updates to Tables 6 and 8 within that section.

SECTION 5. Reporting of Significant Events.

(a) The Developer shall give, or cause to be given, notice of the occurrence of any of the following events:

(i) Transfer of any taxable property within the District to any related persons by the Developer (any transaction not subject to reassessment under California property tax law).

(ii) Transfer of property within the District to another unrelated developer or builder such that such developer or builder owns 5% or more of the taxable property within the District at any time.

(iii) Any failure of the Developer to make general property tax, special assessments or Special Tax payments when due with respect to any taxable parcel within the District.

(iv) Initiation of bankruptcy proceedings (whether voluntary or involuntary) by the Developer or any general partner of the Developer.

(v) Status of any significant government imposed preconditions or any legislative, administrative and/or judicial challenges to the commencement or continuation of development known to the Developer.

(b) Whenever the Developer obtains knowledge of the occurrence of a Listed Event, the Developer shall as soon as possible determine if such event would be material under applicable federal securities laws.

(c) If the Developer determines that knowledge of the occurrence of a Listed Event would be material under applicable federal securities laws, the Developer shall promptly deliver a notice of such occurrence to the original Underwriter of the Bonds and to the Dissemination Agent (if other than the Developer) which shall promptly file copies of the notice either with (1) the Repositories or (2) the MSRB; and then (if the Dissemination Agent is other than the Developer) file a report with the Developer certifying that the Listed Event notice has been provided pursuant to this Disclosure Certificate, stating the date it was provided and indicating that it was provided to the MSRB or listing all the Repositories to which it was provided.

SECTION 6. Termination of Reporting Obligation. The Developer's obligations under this Disclosure Certificate to prepare and file a Semiannual Disclosure Report or notices of Listed Events shall terminate upon the earlier to occur of the following:

(a) legal defeasance, prior redemption or payment in full of the Bonds, or

(b) at such time as the Property is no longer responsible in the aggregate for 5% or more of the annual Special Tax; provided, however, that the Developer's obligations under this Disclosure Certificate shall remain in force with respect to any transferred property for which the Purchaser (as defined below) has not executed an Assumption Agreement (as defined below).

If such termination occurs prior to the final maturity of the Bonds, the Developer shall give notice of such termination in the same manner as for a Listed Event under Section 5. Upon any transfer by the Developer of any portion of the property owned by the Developer, the obligation of the Developer hereunder shall terminate with respect to such property.

SECTION 7. Subsequent Developer. The Developer agrees to require, as a condition of sale of property within the District which the Developer sells while any Bonds remain outstanding, that any purchaser who, as result of such sale, would own at least 10% of the taxable property within the District (the "Purchaser") execute an agreement (an "Assumption Agreement") whereby such Purchaser agrees (1) to assume and perform all of the obligations of the Developer hereunder with respect to such transferred property, and (2) to require, as a condition of sale by the Purchaser to any such person, a further agreement by that purchaser (the "Subsequent Purchaser") as if the Purchaser was the Developer and the Subsequent Purchaser was the Purchaser under the terms of this paragraph. The failure of the Developer to obtain an Assumption Agreement from the Purchaser shall not prevent the transfer of all or any portion of the Developer's Property or invalidate such transfer in any respect, nor place the Developer in default of any obligation created by this Disclosure Certificate or otherwise subject the Developer to any penalty or claim for damages.

SECTION 8. Dissemination Agent. The City may, from time to time, appoint or engage a Dissemination Agent to assist the Developer in carrying out its obligations under this Disclosure Certificate, and the City may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent shall not be responsible in any manner for the

content of any notice or report prepared by the Developer pursuant to this Disclosure Certificate. The Developer shall act as initial Dissemination Agent under this Disclosure Certificate.

SECTION 9. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the Developer may amend this Disclosure Certificate, with the prior written consent of the City, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Sections 3(a), 4, or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law or a change in the identity, nature or status of the Developer with respect to the Bonds or the type of business conducted;

(b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver either (i) is approved by the Holders of the Bonds in the same manner as provided in the Indenture for amendments to the Indenture with the consent of Holders, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Holders or Beneficial Owners of the Bonds.

In the event of any amendment or waiver of a provision of this Disclosure Certificate, the Developer shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver.

SECTION 10. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Developer from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Disclosure Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Developer chooses to include any information in any Disclosure Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the Developer shall have no obligation under this Certificate to update such information or include it in any future Disclosure Report or notice of occurrence of a Listed Event.

SECTION 11. Default. In the event of a failure of the Developer to comply with any provision of this Disclosure Certificate any Holder or Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Developer to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an Event of Default under the Indenture, and the sole remedy under this Disclosure Certificate in the event of any failure of the Developer to comply with this Disclosure Certificate shall be an action to compel performance.

SECTION 12. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and if the Developer is not the Dissemination Agent, the Developer agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys fees) of defending against any claim of liability, but

excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the Developer under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

SECTION 13. Notices. Any notice or communications to be among any of the parties to this Disclosure Certificate may be given as follows:

To the City:

City of Sacramento
915 I Street
Office of the City Treasurer
Historic City Hall
Third Floor, #0900
Sacramento, California 95814-2704
Attention: City Treasurer
Fax: (916) 808-5168

To the Participating Underwriter:

Stone & Youngberg LLC
One Ferry Building
San Francisco, California 94111
Attention: Municipal Research Department
Fax: (415) 445-2395

Any person may, by written notice to the other persons listed above, designate a different address or telephone number(s) to which subsequent notices or communications should be sent.

SECTION 14. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the Developer, the Underwriter and Holders and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

SECTION 15. Scope of Undertaking. The Developer undertakes to perform such actions and only such actions as are specifically set forth in this Developer's Disclosure Certificate and no implied covenants (by virtue of Developer's having entered into a development agreement with the City of Sacramento, or otherwise) shall be read into this Disclosure Certificate against the Developer.

Date: September __, 2007

_____ LLC

By: _____
Authorized Representative

EXHIBIT A

NOTICE TO REPOSITORIES OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: City of Sacramento

Name of Bond Issue: City of Sacramento College Square Community Facilities District No. 2005-01,
2007 Special Tax Bonds

Date of Issuance: September __, 2007

NOTICE IS HEREBY GIVEN that the Developer has not provided a Semiannual Disclosure Report with respect to the above-named Bonds as required by the Continuing Disclosure Certificate (Developer) dated as of September __, 2007. The Developer anticipates that the Semiannual Disclosure Report will be filed by

Dated: _____

By: _____
Authorized Representative