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Attn: City Attorney

Ladies and Gentlemen:

We have acted as special counsel to Sacramento Kings Limited Partnership, a California limited partnership ("Kings Partnership"), in connection with the execution by Kings Partnership of one or more of the following documents (individually, a "Document," and collectively, the "Documents"):

A. DOCUMENTS REVIEWED

(a) That certain Team Owner's Relocation Assurance by and between the City and Kings Partnership and accepted and agreed to by First Trust of California, National Association (as "Trustee"), dated as of July 1, 1997.

(b) That certain Memorandum of Team Owner's Relocation Assurance between the City, Kings Partnership and Trustee, dated as of July 1, 1997.

(c) That certain Kings Use Agreement by and between Kings Partnership and Kings Arco Arena Limited Partnership ("Arena Partnership"), dated as of July 1, 1997.

(d) That certain Security Agreement by and between Kings Partnership and the Trustee, dated as of July 1, 1997.

(e) That certain Subordination, Nondisturbance and Attornment Agreement by and between Kings Partnership, Arena Partnership, City and Sacramento City Financing Authority ("Authority") dated as of July 1, 1997.

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(f) That certain Subordination Agreement by and between the Trustee, Authority and NationsBank and acknowledged and agreed to by Kings Partnership, dated as of July 1, 1997.

This opinion is being furnished to you pursuant to, and in connection with the transaction ("Refinancing Transaction") contemplated in, that certain Arena Refinancing Agreement between the City and Kings Arco Arena Limited Partnership, a California limited partnership ("Arena Partnership") dated as of February 5, 1997 ("Arena Refinancing Agreement").

In connection with this opinion, we have examined the Documents. In addition we have examined originals or copies of such partnership documents and records of Kings Partnership and such other documents (including certifications by persons authorized to sign or act on behalf of Kings Partnership and its general partner in this and directly related transactions), and have made such investigation of law, as we have deemed necessary or appropriate for the purposes of this opinion.

B. ASSUMPTIONS

We have, without independent investigation, made the following assumptions:

(1) That all signatures on the documents submitted to us are genuine, all documents submitted to us as originals are authentic, and all documents submitted to us as copies or drafts conform with the original executed documents.

(2) That City and other parties to the Documents and Refinancing Transaction, are duly organized and validly existing under the laws of California or other States where specifically noted in said Documents and are duly qualified to do business in California and that has each the requisite power and authority to consummate the transactions contemplated in the Documents and the Arena Refinancing Agreement.

(3) That the execution of the Documents will not violate any law, rule or regulation to which the City and other parties to the Documents and the Refinancing Transaction are subject.

(4) That City and other parties to the Documents and the Refinancing Transaction have complied with any state or federal securities

laws that may be applicable with respect to any aspect of the transactions contemplated in the Documents and the Arena Refinancing Agreement.

(5) That the City and such other parties to the Documents duly and validly executed and delivered the Documents to be executed by Kings Partnership.

(6) That, except for the Documents, there are and will be no other documents or agreements between City and other parties to the Documents and the Refinancing Transaction and Kings Partnership, or others which would expand or otherwise modify the obligations of the respective parties with respect to the Documents and would have an effect on the opinion hereinafter rendered.

(7) That City and other parties to the Documents will seek to enforce their rights and remedies under the Documents only in good faith, in accordance with statutory and other legal requirements, in a commercially reasonable manner and only to the extent reasonably necessary for the protection of its or their interests thereunder.

C. OPINIONS

Based on the foregoing and solely in reliance thereon, and subject to the qualifications hereinafter stated, we are of the opinion that:

1. Kings Partnership is a limited partnership duly organized, validly existing and in good standing under the laws of the State of California.

2. Kings Partnership has all requisite partnership power and authority to execute and deliver the Documents, and to perform its respective obligations thereunder.

3. Each of the Documents is binding upon and enforceable against Kings Partnership.

4. The execution and delivery by Kings Partnership of the Documents do not require Kings Partnership to obtain the consent or approval of, give notice to, register with or take any other action in respect of, any federal or California authority or agency or to the best of our knowledge and belief, any other person or entity, except such as have been obtained or made.

D. QUALIFICATIONS

1. The opinions expressed above are subject to the following qualifications, with respect to which we express no opinion and assume no responsibility:

(a) Certain rights and remedies provided in the Documents may be limited or rendered unenforceable by California statute of case law, but (subject to the assumptions and qualifications herein expressed) the inclusion of such rights, remedies or waivers should not affect the validity or enforceability of the Documents.

(b) The Documents contain express provisions limiting recourse against Kings Partnership and its partners.

(c) Limitations imposed by bankruptcy, insolvency, reorganization, moratorium, liquidation, readjustment of debt or other similar laws nor or hereafter in effect, which generally relate to creditors' rights, and court decisions affecting the rights of creditors generally (including, without limitation, state and federal laws relating to fraudulent conveyances or transfers, preferences or equitable subordination).

(d) General principles of equity, including without limitation, concepts of mutuality, reasonableness, good faith and fair dealing, and the possible unavailability of specific performance or injunctive relief, regardless of whether such enforceability is considered in a proceeding in equity or at law.

(e) Section 1717 of the California Code provides, that, in any action on a contract where such contract specifically provides that attorneys' fees and costs incurred to enforce the provisions of such contract shall be awarded to one of the parties, the prevailing party, whether it is the party specified in the contract or not, shall be entitled to reasonable attorneys' fees in addition to costs and necessary disbursements.

(f) Limitations upon indemnifications and contribution rights which may be imposed by applicable law and equitable principles, including limitations on indemnification of a party for its own negligence or greater fault.

(g) The unenforceability under certain circumstances of provisions to the effect that rights or remedies are not exclusive, that every

right or remedy is cumulative and may be exercised in addition to or with any other right or remedy or the election of some particular right or remedy does not preclude recourse to one or more other rights or remedies.

(h) The enforceability of provisions of the Documents where circumstances have rendered performance by any party thereto impossible.

(i) The effect of California Civil Code Section 1670.5, which provides that a court may refuse to enforce, or may limit the enforcement of, a contract or any clause of a contract that a court finds as a matter of law to have been unconscionable at the time it was made.

(j) The Documents may be subject to, or limited by, the unenforceability under certain circumstances of provisions imposing penalties, forfeitures, late payment charges or an increase of interest rate upon delinquency in payment or the occurrence of a default.

2. Anything herein to the contrary notwithstanding, we express no opinion as to (1) title to any of the property described or referred to in the Documents or any other property, or (2) the proper recordation of any of the Documents. In addition, we express no opinion as to whether the property descriptions contained in the Documents are legally or otherwise sufficient or complete to enable the identification of such property.

3. We further express no opinion as to (1) the validity or enforceability of provisions (if any) in the Documents which purport to affect the rights of persons not parties to those documents or amendments thereto, or which purports to give to any party a unilateral right to amend or modify the Documents, (2) state or federal securities laws, (3) local, state or federal tax laws, (4) any provisions of the Documents purporting to waive the statute of limitations or any other statutory or constitutional right, (5) compliance of any of the property described or referred to in the Documents with any applicable laws or regulations, including, without limitation, environmental laws or regulations, or (6) any choice of law provision in the Documents.

4. The foregoing opinion applies only insofar as the laws of the State of California and the federal laws of the United States of America may be concerned and we express no opinion with respect to the laws of any other jurisdiction. No responsibility is undertaken for any future legislative changes or judicial decisions.

5. Whenever a statement herein is qualified by the phrase "to the best of our knowledge and belief," "to our knowledge" or similar phrase, it is intended to indicate that during the course of our representation of Kings Partnership in connection with the matters described in the Documents, no information has come to the conscious attention of Joseph E. Coomes, Jr., that has given us current actual knowledge of the inaccuracy of such statement. However, we have not undertaken any independent investigation or further inquiry to determine the accuracy of any such statement; without limitation on the foregoing, even though our files contain documents and other materials related to other transactions in which certain partners in Kings Partnership have been involved (directly or indirectly) other than the transactions to be effected by the Documents, in making such statement, we have not undertaken any review of any such files.

The foregoing opinion is limited to the matters expressly set forth therein, and no opinion is implied or may be inferred beyond the matters expressly stated therein. The foregoing opinion is provided solely for your benefit, and the benefit of your successors and assigns, and, with respect to a Document executed by Kings Partnership, for the benefit of other signatory parties to that Document and their successors and assigns, with respect to the transactions contemplated by the Documents, and may not be relied upon for any other purpose or quoted to rely upon by any other person or entity for any purpose, without our prior written consent.

Very truly yours,

M^cDonogh, Holland + Allen
Joseph E. Coomes, Jr.
Joseph E. Coomes, Jr.

JEC:cs