

**Exhibit A**

**Fourth Supplement  
to  
Electric Revenue Bond  
Fiscal Agent Agreement**

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**FOURTH SUPPLEMENT TO  
ELECTRIC REVENUE BOND  
FISCAL AGENT AGREEMENT**

**by and between**

**CITY OF PASADENA, CALIFORNIA**

**and**

**THE BANK OF NEW YORK TRUST COMPANY, N.A.**

**as Fiscal Agent**

**RELATING TO CITY OF PASADENA, CALIFORNIA**

**ELECTRIC REVENUE BONDS, 2008 SERIES**

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**Dated as of February 1, 2008**

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**(Supplemental to the Electric Revenue Bond  
Fiscal Agent Agreement dated as of August 1, 1998)**

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**FOURTH SUPPLEMENT TO ELECTRIC REVENUE BOND  
FISCAL AGENT AGREEMENT**  
(Supplemental to the Electric Revenue Bond Fiscal Agent Agreement  
dated as of August 1, 1998)  
Authorizing the Issuance of  
\$65,000,000 Aggregate Principal Amount of  
City of Pasadena, California  
Electric Revenue Bonds,  
2008 Series

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This **FOURTH SUPPLEMENT TO ELECTRIC REVENUE BOND FISCAL AGENT AGREEMENT**, dated as of February 1, 2008 (the "Fourth Supplement"), by and between the **CITY OF PASADENA** (the "City"), a municipal corporation and chartered city duly organized and existing under the Constitution and laws of the State of California, and **THE BANK OF NEW YORK TRUST COMPANY, N.A.**, a state banking company duly organized and validly existing under the laws of the State of California, as fiscal agent (the "Fiscal Agent"),

**W I T N E S S E T H:**

**WHEREAS**, this Fourth Supplement is supplemental to the Electric Revenue Bond Fiscal Agent Agreement, dated as of August 1, 1998 (the "Master Fiscal Agent Agreement"), by and between the City and the Fiscal Agent or its predecessor in interest, as supplemented by a First Supplement to Electric Revenue Bond Fiscal Agent Agreement, dated as of August 1, 1998, by and between the City and the Fiscal Agent or its predecessor in interest (the "First Supplement," and, together with the Master Fiscal Agent Agreement, the "First Supplemented Fiscal Agent Agreement"), as supplemented by a Second Supplement to Electric Revenue Bond Fiscal Agent Agreement, dated as of July 1, 2002, by and between the City and the Fiscal Agent or its predecessor in interest (the "Second Supplement," and together with the First Supplement and the Master Fiscal Agent Agreement, the "Second Supplemented Fiscal Agent Agreement"), and as supplemented by a Third Supplement to Electric Revenue Bond Fiscal Agent Agreement, dated as of August 1, 2003, by and between the City and the Fiscal Agent or its predecessor in interest (the "Third Supplement," and together with the First Supplement, Second Supplement, and the Master Fiscal Agent Agreement, the "Third Supplemented Fiscal Agent Agreement"), providing for the issuance of City of Pasadena, California Electric Revenue Bonds (the "Bonds"); and

**WHEREAS**, the Master Fiscal Agent Agreement provides that the City may issue Bonds from time to time as authorized by a supplemental fiscal agent agreement; and

**WHEREAS**, Article XIV of the City's Charter authorizes the City to issue revenue bonds for the purpose of financing the generation, production, transmission and distribution of electric energy; and

**WHEREAS**, pursuant to Ordinance No. 6760 of the City, adopted on August 3, 1998, the City has heretofore issued \$70,635,000 principal amount of its Electric Revenue/Refunding Bonds, 1998 Series, pursuant to the First Supplemented Fiscal Agent Agreement; and

**WHEREAS**, pursuant to Ordinance No. 6902 of the City, adopted on July 1, 2002, the City has heretofore issued \$82,320,000 principal amount of its Electric Revenue Bonds, 2002 Series, pursuant to the Second Supplemented Fiscal Agent Agreement; and

**WHEREAS**, pursuant to Ordinance No. 6949 of the City, adopted on July 21, 2003, the City has heretofore issued \$9,905,000 principal amount of its Electric Revenue Bonds, 2003 Series, pursuant to the Third Supplemented Fiscal Agent Agreement; and

**WHEREAS**, pursuant to Article XIV of the Charter and Ordinance No. [ ] of the City, adopted on [December \_\_, 2007], the City proposes to issue its Electric Revenue Bonds, 2008 Series (the "2008 Bonds") pursuant to the Third Supplemented Fiscal Agent Agreement, as supplemented by this Fourth Supplement (collectively, the "Fiscal Agent Agreement"), to provide moneys for the acquisition and construction of additions to, and extensions and improvements of, the Electric System, said 2008 Bonds not to constitute an indebtedness of the City but to constitute obligations which shall be payable as to both principal and interest, and any premiums upon the redemption thereof prior to maturity, only from the Light and Power Fund of the City and certain other funds as provided in the Fiscal Agent Agreement; and

**WHEREAS**, the City Council has determined that it is necessary and desirable that the City enter into this Fourth Supplement in order to establish and declare, in conjunction with the Third Supplemented Fiscal Agent Agreement, the terms and conditions upon which the 2008 Bonds shall be issued; and

**WHEREAS**, the City Council has determined 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 the entering into of this Fourth Supplement 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 this Fourth Supplement;

**NOW, THEREFORE**, the parties hereto agree, as follows :

1. With respect to the 2008 Bonds only, Section 3.2 of the Master Fiscal Agent Agreement is hereby amended to add the following as a new last paragraph:

Notwithstanding the foregoing, any notice given pursuant to this Section 3.02 may be rescinded by the Director of Finance or by the Fiscal Agent at the direction of the Director of Finance, by written notice in the same manner, and to the same persons, as notice of such redemption was given pursuant to this Section 3.02 no later than five (5) Business Days prior to the date specified for redemption.

2. The following Article XIV is hereby added:

## ARTICLE XIV

### 2008 BONDS

**Section 14.01. Definitions.** The terms defined in this Section shall, for all purposes of this Fourth Supplement and of any certificate, opinion or other document herein mentioned, have the meanings herein specified, to be equally applicable to both the singular and plural forms of any of the terms herein defined. Terms defined in the Fiscal Agent Agreement not otherwise defined herein shall have the meanings specified therein.

“Interest Payment Date” means, with respect to the 2008 Bonds, June 1 and December 1 of each year, commencing June 1, 2008.

“Ordinance” means Ordinance No. [ ] of the City, adopted on [December \_\_, 2007], authorizing the issuance of the 2008 Bonds, and providing certain terms and conditions for the issuance of the 2008 Bonds.

“2008 Bond” or “2008 Bonds” means any or all, as the case may be, of the City of Pasadena, California Electric Revenue Bonds, 2008 Series, as described in Section 14.03 hereof.

#### **Section 14.02. Authorization.**

(A) A fourth Series of Bonds to be issued under the Fiscal Agent Agreement is hereby created. Such Series shall be known as the “City of Pasadena, California Electric Revenue Bonds, 2008 Series” (herein referred to as the “2008 Bonds”). The 2008 Bonds shall be issued in the aggregate initial principal amount of \$65,000,000 in accordance with the City Charter, the Ordinance and the Fiscal Agent Agreement for the acquisition and construction of additions to, and extensions and improvements of, the Electric System, including the payment of costs and expenses incidental thereto.

(B) The 2008 Bonds shall be issued in fully registered form and shall be initially issued registered in the name of “Cede & Co.,” as nominee of The Depository Trust Company. The 2008 Bonds shall be evidenced by one 2008 Bond maturing on each of the maturity dates as set forth in Section 14.03 in a denomination corresponding to the total principal amount of the 2008 Bonds of such maturity. The Fiscal Agent may assign a distinctive number or letter and number, and a record of the same shall be maintained by the Fiscal Agent for each 2008 Bond. Registered ownership of the 2008 Bonds, or any portion thereof, may not thereafter be transferred except as set forth in the Fiscal Agent Agreement.

**Section 14.03. Terms of 2008 Bonds.** The 2008 Bonds shall be issued in denominations of \$5,000 principal amount or any integral multiple thereof. The 2008 Bonds shall be dated the date of delivery thereof, and shall mature on June 1 in the years and in the principal amounts and shall bear interest at the rates set forth below:

<u>Maturity Date</u> <u>(June 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest Rate</u>
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The 2008 Bonds shall be Current Interest Indebtedness. Each 2008 Bond shall bear interest until the principal sum thereof has been paid; provided, however, that if, at the maturity date of any 2008 Bond, or if the same is redeemable prior to maturity and has been duly called for redemption, funds are available for the payment or redemption thereof in accordance with the terms of this Fourth Supplement, the 2008 Bond shall then cease to bear interest. The principal of and premium, if any, on the 2008 Bonds shall be payable in lawful money of the United States of America by the Fiscal Agent upon presentation and surrender thereof.

Interest with respect to any 2008 Bond shall be payable from the Interest Payment Date next preceding the date of authentication thereof unless such date of authentication is during the period from a Record Date to and including the next succeeding Interest Payment Date, in which case interest with respect thereto shall be payable from such Interest Payment Date, or unless such date of authentication is prior to the Record Date for the first Interest Payment Date, in which case interest with respect thereto shall be payable from February 14, 2008; provided, however, that if at the time of authentication of any 2008 Bond, interest with respect thereto is in default, interest with respect thereto shall be payable from the Interest Payment Date to which interest has previously been paid. Payment of interest with respect to any 2008 Bond shall be made to the person appearing on the Bond Register as the Owner thereof as of the Record Date, such interest to be paid by check or draft of the Fiscal Agent, payable in lawful money of the

United States of America and mailed on each Interest Payment Date to such Owner at his address as it appears on the Bond Register; provided, that in the case of an Owner of \$1,000,000 or more in aggregate principal amount of 2008 Bonds, upon written request of such Owner delivered to the Fiscal Agent not less than 20 days prior to any Interest Payment Date, such interest shall be paid in immediately available funds by wire transfer to an account specified by the Owner in such written request on the following Interest Payment Date.

So long as the 2008 Bonds are maintained in book-entry form, payments of principal, premium, if any, and interest shall be made by the Fiscal Agent to the Securities Depository by wire transfer.

The Fiscal Agent shall provide CUSIP number identification, with appropriate dollar amounts for each CUSIP number, on all redemption payments and interest payments, whether by check or by wire transfer.

**Section 14.04. Form of 2008 Bonds and Certificate of Authentication.** The 2008 Bonds and the certificate of authentication shall be substantially in the form set forth in Exhibit A hereto with necessary or appropriate variations, omissions and insertions, as permitted or required by this Fourth Supplement.

**Section 14.05. Disposition of Proceeds.** The disposition of proceeds of the 2008 Bonds shall be as follows:

(a) There are hereby established two separate accounts within the Construction Fund held in the City Treasury and established under Section 11.05 of the Fiscal Agent Agreement for the purpose of insuring the application of proceeds received on the sale of the 2008 Bonds to the purposes set forth in Section 14.02 hereof, which separate accounts are hereby designated as the "Series 2008 Construction Account" and the "Series 2008 Costs of Issuance Account."

(b) The Director of Finance shall, immediately upon receiving the proceeds of the sale of the 2008 Bonds, place in the Series 2008 Construction Account of the Construction Fund the amount of \$[amount] (which includes the Good Faith Deposit in the amount of \$[amount] previously delivered to the City). Immediately upon placing such proceeds in the Series 2008 Construction Account, the Director of Finance shall transfer to the Parity Reserve Fund the amount of \$[amount], which, together with the amounts on deposit therein and credited thereto, is an amount equal to the Reserve Fund Requirement. The Director of Finance shall, immediately upon receiving the proceeds of the sale of the 2008 Bonds, place in the Series 2008 Costs of Issuance Account in the Construction Fund the amount of \$[amount].

(c) The moneys deposited in the Series 2008 Costs of Issuance Account shall be expended from time to time to pay Costs of Issuance. If any amount shall remain in the Series 2008 Costs of Issuance Account when all Costs of Issuance shall have been paid, such amount shall be transferred by the Director of Finance to the Series 2008 Construction Account.

(d) The money set aside and placed in the Series 2008 Construction Account shall remain therein until from time to time expended for the objects and purposes set forth herein, and to pay the Costs of Issuance not paid from the Series 2008 Costs of Issuance Account. Amounts in the Series 2008 Construction Account, if any, and the Series 2008 Costs of Issuance Account



may be temporarily invested in Investment Securities, and such proceeds and the interest thereon shall be applied exclusively to the objects and purposes set forth in this Fourth Supplement; provided, however, that (1) the Light and Power Fund may be reimbursed from the Series 2008 Construction Account for expenditures for purposes for which the 2008 Bonds were issued made from the Light and Power Fund, and (2) when the objects and purposes for which the 2008 Bonds were issued have been accomplished, any remaining unexpended funds in the Series 2008 Construction Account shall be paid into the Parity Obligation Payment Fund.

**Section 14.06. Redemption of 2008 Bonds.** The 2008 Bonds shall be subject to the following redemption provisions:

(a) *Optional Redemption.* The 2008 Bonds maturing prior to June 1, 2018, are not subject to call and redemption prior to maturity. The 2008 Bonds maturing on or after June 1, 2018, are subject to call and redemption prior to maturity, at the option of the City, as a whole or in part, on December 1, 2017, or on any date thereafter, in any order of maturity and by lot within a single maturity, from funds derived by the City from any legal source, at a redemption price equal to the principal amount of the 2008 Bonds called for redemption, together with interest accrued thereon to the date of redemption, without premium.

(b) *[Mandatory Redemption of 2008 Term Bonds.* The 2008 Bonds maturing on [date] shall be subject to mandatory sinking fund redemption in part at par, and by lot, from mandatory sinking account payments set aside in the parity Obligation Payment Fund for such purpose, on June 1 of the years and in the amounts set forth below:

Year	Principal Amount
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(c) Upon any purchase or redemption of the 2008 Bonds designated to be Term Bonds, an amount equal to the aggregate principal amount of 2008 Bonds so purchased or redeemed shall be credited towards a part or all of any one or more yearly mandatory sinking account payments required by subsection (b) above, as directed in writing by a Certificate of the Director of Finance. The portion of any such mandatory sinking account payments remaining after the deduction of any such amounts credited toward the same (or the original amount of any such mandatory sinking account payments if no such amounts shall have been credited toward the same) shall constitute the unsatisfied balance of such mandatory sinking account payments for the purpose of the calculation of principal payments due on any future principal payment date.]

**Section 14.07. Terms of 2008 Bonds Subject to the Fiscal Agent Agreement.** Except as in this Fourth Supplement expressly provided, every term and condition contained in the Fiscal Agent Agreement shall apply to the Fourth Supplement and to the 2008 Bonds with the same force and effect as if the same were herein set forth at length, with such omissions, variations and modifications thereof as may be appropriate to make the same conform to the Fourth Supplement.

The Fourth Supplement and all the terms and provisions herein contained shall form part of the Fiscal Agent Agreement as fully and with the same effect as if all such terms and provisions had been set forth in the Fiscal Agent Agreement. The Fiscal Agent Agreement is hereby ratified and confirmed and shall continue in full force and effect in accordance with the terms and provisions thereof, as supplemented and amended hereby.

**Section 14.08. Governing Law.** This Fourth Supplement shall be construed and governed in accordance with the laws of the State of California.

**Section 14.09. Execution in Counterparts.** The Fourth Supplement may be executed 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 the Fourth Supplement by their officers thereunto duly authorized as of the day and year first written above.

CITY OF PASADENA

By: \_\_\_\_\_  
Stephen C. Stark  
Director of Finance

(Seal)

ATTEST:

By: \_\_\_\_\_  
Jane L. Rodriguez  
City Clerk

THE BANK OF NEW YORK TRUST  
COMPANY, N.A., as Fiscal Agent

By: \_\_\_\_\_  
Authorized Officer

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Michele Beal Bagneris  
City Attorney

**EXHIBIT A**

[FORM OF 2008 BOND]

Bond No. \_\_\_\_\_ \$ \_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF CALIFORNIA  
CITY OF PASADENA

ELECTRIC REVENUE BOND, 2008 SERIES

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>DATED DATE</u>	<u>CUSIP NO.</u>
%	[date]	[date]	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: \_\_\_\_\_ DOLLARS

The City of Pasadena, a municipal corporation situated in the County of Los Angeles, State of California (the "City"), FOR VALUE RECEIVED, hereby promises to pay, only from the Light and Power Fund and such other funds as hereinafter provided, to the registered owner named above, or registered assigns, on the maturity date set forth above (subject to the right of prior redemption hereafter mentioned), the principal amount set forth above, and to pay interest on such principal amount, semiannually on June 1 and December 1 of each year, commencing June 1, 2008 (each such date shall be referred to herein as an "Interest Payment Date") at the interest rate set forth above. Interest with respect to this 2008 Bond shall be payable from the Interest Payment Date next preceding the date of authentication hereof unless such date of authentication is during the period from a Record Date (as hereinafter defined) to and including the next succeeding Interest Payment Date, in which case interest with respect hereto shall be payable from such Interest Payment Date, or unless such date of authentication is prior to the Record Date for the first Interest Payment Date, in which case interest with respect hereto shall be payable from [February 14, 2008]; provided, however, that if at the time of authentication of this 2008 Bond, interest with respect hereto is in default, interest with respect hereto shall be payable from the Interest Payment Date to which interest has previously been paid. Interest on this 2008 Bond is payable by check or draft of The Bank of New York Trust Company, N.A., in Los Angeles, California, its successors and assigns, as Fiscal Agent for the 2008 Bonds, mailed on each Interest Payment Date to the registered Owner hereof as of the close of business on the 15th day of the month immediately preceding an Interest Payment Date (the "Record Date") at such Owner's address as it appears on the registration books maintained by the Fiscal Agent; provided, that in the case of an Owner of \$1,000,000 or more in aggregate principal amount of 2008 Bonds, upon written request of such Owner delivered to the Fiscal Agent not less than 20 days prior to any Interest Payment Date, such interest shall be paid in immediately available funds by wire transfer to an account specified by the Owner in such written request on the following Interest Payment Date. Both principal and any premium upon the redemption of all or any part hereof are payable in lawful money of the United States of America upon presentation

and surrender hereof at the Corporate Trust Office of the Fiscal Agent in Los Angeles, California, or such other place as designated by the Fiscal Agent.

This is one of a duly authorized issue of bonds of the City designated "Electric Revenue Bonds, 2008 Series," referred to herein as the "2008 Bonds," all of which have been issued pursuant to Article XIV of said Charter for the purpose of providing moneys for the acquisition and construction of additions to and extensions and improvements of the Electric System of the City. The creation of said issue and the terms and conditions of the 2008 Bonds are provided for by the Ordinance of the City authorizing the 2008 Bonds and designated Ordinance No. [ ], adopted by the City Council of the City on [December 17, 2007], and by an Electric Revenue Bond Fiscal Agent Agreement, dated as of August 1, 1998, by and between the City and the Fiscal Agent (the "Master Fiscal Agent Agreement"), as supplemented by a First Supplement to Electric Revenue Bond Fiscal Agent Agreement, dated as of August 1, 1998 (the "First Supplement"), by a Second Supplement to Electric Revenue Bond Fiscal Agent Agreement, dated as of July 1, 2002 (the "Second Supplement"), by a Third Supplement to Electric Revenue Bond Fiscal Agent Agreement, dated as of August 1, 2003 (the "Third Supplement"), and by a Fourth Supplement to Electric Revenue Bond Fiscal Agent Agreement, dated as of [February 1, 2008] (the "Fourth Supplement"), each by and between the City and the Fiscal Agent or its predecessor in interest (collectively, the "Fiscal Agent Agreement"), and by acceptance hereof the Owner of this 2008 Bond assents to said terms and conditions. Said Ordinance and Fiscal Agent Agreement are adopted under and this 2008 Bond is issued under and each is to be construed in accordance with the Charter of the City and the laws and Constitution of the State of California. Capitalized terms used herein not otherwise defined shall have the meanings ascribed thereto in the Fiscal Agent Agreement.

This 2008 Bond does not constitute an indebtedness of the City of Pasadena but is an obligation payable, as to both principal and interest, and any premium upon the redemption hereof prior to maturity, exclusively from the Light and Power Fund and certain other funds as provided in the Fiscal Agent Agreement, but this shall not preclude the payment hereof from the proceeds of bonds issued to refund the Bonds, nor preclude the use of any sum received as premium or accrued interest on the sale of the Bonds to pay principal and interest hereof, nor payment from certain other funds or moneys as provided in Subdivision D of Section 1414 of Article XIV of the Charter of the City (the "Charter"). The Light and Power Fund is established in and by the Charter, and under the provisions of said Charter all money received from the sale or use of electric energy or otherwise derived from the Electric System of the City is required to be deposited in the Light and Power Fund and used only for the purposes set forth in said Charter, including the payment of the 2008 Bonds.

The 2008 Bonds will be issued on a parity with the \$70,635,000 aggregate principal amount of City of Pasadena, California Electric Revenue/Refunding Bonds, 1998 Series (the "1998 Bonds"), previously issued pursuant to the Master Fiscal Agent Agreement and the First Supplement, \$82,320,000 aggregate principal amount of City of Pasadena, California Electric Revenue Bonds, 2002 Series (the "2002 Bonds"), previously issued pursuant to the Master Fiscal Agent Agreement and the Second Supplement, and \$9,905,000 aggregate principal amount of City of Pasadena, California Electric Revenue Bonds, 2003 Series (the "2003 Bonds"), previously issued pursuant to the Master Fiscal Agent Agreement and the Third Supplement. The 2008 Bonds, the 2003 Bonds, the 2002 Bonds, and the 1998 Bonds and any

additional bonds to be issued pursuant to the Fiscal Agent Agreement are herein referred to collectively as the “Bonds.” All Net Income deposited in the Light and Power Fund is pledged to secure the payment of the principal of and redemption premium, if any, and interest on the Bonds and any Parity Obligations in accordance with their terms, subject only to the provisions of the Fiscal Agent Agreement permitting the application thereof for the purposes and on the terms and conditions set forth therein. Said pledge shall constitute a first lien on the Net Income and shall be valid and binding from and after delivery by the City of the Bonds or Parity Obligations, without any physical delivery thereof or further act. Nothing in the Fiscal Agent Agreement restricts the issuance of additional bonds under Article XIV of the City Charter, subject to the limitations set forth in Article V of the Fiscal Agent Agreement, payable from the Light and Power Fund and ranking on a parity with or subordinate to the Bonds.

The Charter and covenants expressed in said Fiscal Agent Agreement impose upon the officers of said City certain obligations to the Owners of the 2008 Bonds, such covenants, among other things, restricting transfers out of the Light and Power Fund, prohibiting issuance of revenue bonds having any priority with respect to payment from the Light and Power Fund, placing limitations upon the issuance of additional bonds payable from said fund and imposing conditions with respect to any sale or lease of the Electric System. In the manner provided in the Fiscal Agent Agreement, any or all of the covenants expressed in the Fiscal Agent Agreement, and any other provision thereof, or any provision of any resolution or order authorizing or providing for the issuance of the 2008 Bonds may be waived or modified at any time in the manner, to the extent, and upon the terms provided in the Fiscal Agent Agreement, which provides, in certain circumstances, for modifications and amendments without the consent of or notice to the registered Owners of the 2008 Bonds.

The 2008 Bonds maturing prior to June 1, 2018, are not subject to call and redemption prior to maturity. The 2008 Bonds maturing on or after June 1, 2018 are subject to call and redemption prior to maturity, at the option of the City, as a whole or in part, on December 1, 2017 or on any date thereafter, in any order of maturity and by lot within a single maturity, from funds derived by the City from any legal source, at a redemption price equal to the principal amount of the 2008 Bonds called for redemption, together with interest accrued thereon to the date of redemption, without premium.

The 2008 Bonds maturing on [date] shall be subject to mandatory sinking fund redemption in part at par, and by lot, from mandatory sinking account payments set aside in the parity Obligation Payment Fund for such purpose, on June 1 of the years and in the amounts set forth below:

Year	Principal Amount
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Notice of redemption prior to maturity shall be given as provided in said Fiscal Agent Agreement.

The 2008 Bonds are registrable, as to principal and interest, in denominations of \$5,000 principal amount or any integral multiple thereof. This 2008 Bond is transferable by the registered Owner hereof, in person or by his or her duly authorized attorney, at the Corporate Trust Office of the Fiscal Agent in Los Angeles, California, or such other place as designated by the Fiscal Agent. This 2008 Bond may be exchanged at the Corporate Trust Office of the Fiscal Agent, or such other place as designated by the Fiscal Agent, for a like aggregate principal amount of Bonds of other denominations of the same Series and maturity. Any such transfer and exchange shall be only in the manner, subject to the limitations and upon payment of the charges provided in said Fiscal Agent Agreement. Upon such transfer or exchange a new registered 2008 Bond of authorized denomination or denominations for a like aggregate principal amount of the same series, interest rate or rates and maturity or maturities will be issued to the transferee in exchange herefor.

The Fiscal Agent may treat the registered Owner hereof as the absolute Owner hereof for all purposes, and shall not be affected by any notice to the contrary.

It is hereby certified and recited that any and all acts, conditions and things required to exist, to happen and to be performed precedent to and in the issuance of this 2008 Bond exist, have happened, and have been performed in due time, form and manner, as required by the Constitution and statutes of the State of California and the Charter, and that this 2008 Bond, together with all other obligations and indebtedness of the City pertaining to the aforesaid electric system, is within every debt and other limit prescribed by or pursuant to the Constitution and statutes of the State of California and the Charter. Pursuant to Article XIV of the Charter, the foregoing recital of regularity of proceedings shall be conclusive evidence of compliance with the provisions of Article XIV of the Charter and of the validity of this 2008 Bond.

IN WITNESS WHEREOF, the City of Pasadena has caused this 2008 Bond to be signed by the Mayor, the Director of Finance and the City Clerk of the City by their facsimile signatures and the corporate seal of the City to be reproduced hereon.

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Mayor of the City of Pasadena, California

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Director of Finance of the City of Pasadena,  
California

ATTEST:

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City Clerk of the City of Pasadena,  
California

(SEAL)



CERTIFICATE OF AUTHENTICATION

This is one of the City of Pasadena, California Electric Revenue Bonds, 2008 Series, described in Ordinance No. [ ] and the Fiscal Agent Agreement of the City of Pasadena, California.

Dated:

THE BANK OF NEW YORK TRUST  
COMPANY, N.A., as Fiscal Agent

By: \_\_\_\_\_  
Authorized Signatory

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_ (Taxpayer Identification Number: \_\_\_\_\_) the within Bonds and all rights thereunder, and hereby irrevocably constitutes and appoints attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

\_\_\_\_\_

Note: The signature to this Assignment must correspond with the name as written on the face of the Bond in every particular, without alteration or enlargement or any change whatever.

Signature Guaranteed: \_\_\_\_\_

Notice: Signature(s) guarantee should be made by guarantor institution participating in the Securities Transfer Agent Medallion Program.

**Exhibit B**  
**Continuing Disclosure Agreement**

## CONTINUING DISCLOSURE AGREEMENT

This Continuing Disclosure Agreement (the “Disclosure Agreement”), dated as of February 1, 2008, is executed and delivered by the City of Pasadena (the “Issuer”) and Digital Assurance Certification, L.L.C., as exclusive Disclosure Dissemination Agent (the “Disclosure Dissemination Agent” or “DAC”) for the benefit of the Holders (hereinafter defined) of the Bonds (hereinafter defined) and in order to provide certain continuing disclosure with respect to the Bonds in accordance with Rule 15c2-12 of the United States Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time (the “Rule”).

SECTION 1. Definitions. Capitalized terms not otherwise defined in this Disclosure Agreement shall have the meaning assigned in the Rule or, to the extent not in conflict with the Rule, in the Official Statement (hereinafter defined). The capitalized terms shall have the following meanings:

“Annual Report” means an Annual Report described in and consistent with Section 3 of this Disclosure Agreement.

“Annual Filing Date” means the date, set in Sections 2(a) and 2(f), by which the Annual Report is to be filed with the Repositories.

“Annual Financial Information” means annual financial information as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 3(a) of this Disclosure Agreement.

“Audited Financial Statements” means the financial statements (if any) of the Issuer for the prior fiscal year, certified by an independent auditor as prepared in accordance with generally accepted accounting principles or otherwise, as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 3(b) of this Disclosure Agreement.

“Bonds” means the bonds as listed on the attached Exhibit A, with the 9-digit CUSIP numbers relating thereto.

“Certification” means a written certification of compliance signed by the Disclosure Representative stating that the Annual Report, Audited Financial Statements, Voluntary Report or Notice Event notice delivered to the Disclosure Dissemination Agent is the Annual Report, Audited Financial Statements, Voluntary Report or Notice Event notice required to be submitted to the Repositories under this Disclosure Agreement. A Certification shall accompany each such document submitted to the Disclosure Dissemination Agent by the Issuer and include the full name of the Bonds and the 9-digit CUSIP numbers for all Bonds to which the document applies.

“Disclosure Representative” means the Director of Finance of the Issuer or his or her designee, or such other person as the Issuer shall designate in writing to the Disclosure Dissemination Agent from time to time as the person responsible for providing Information to the Disclosure Dissemination Agent.

“Disclosure Dissemination Agent” means Digital Assurance Certification, L.L.C, acting in its capacity as Disclosure Dissemination Agent hereunder, or any successor Disclosure Dissemination Agent designated in writing by the Issuer pursuant to Section 9 hereof.

“Fiscal Agent” means The Bank of New York Trust Company, N.A., as successor fiscal agent under that Electric Revenue Bond Fiscal Agent Agreement, dated as of August 1, 1998 by and between the Issuer and the Fiscal Agent, as supplemented, and as further supplemented by a Fourth Supplement to Electric Revenue Bond Fiscal Agent Agreement, dated as of February 1, 2008 by and between the Issuer and the Fiscal Agent.

“Holder” means any person (a) having 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, depositories or other intermediaries) or (b) treated as the owner of any Bonds for federal income tax purposes.

“Information” means the Annual Financial Information, the Audited Financial Statements (if any) the Notice Event notices, and the Voluntary Reports.

“Notice Event” means an event listed in Sections 4(a) of this Disclosure Agreement.

“MSRB” means the Municipal Securities Rulemaking Board established pursuant to Section 15B(b)(1) of the Securities Exchange Act of 1934.

“National Repository” means any Nationally Recognized Municipal Securities Information Repository for purposes of the Rule. The list of National Repositories maintained by the United States Securities and Exchange Commission shall be conclusive for purposes of determining National Repositories. Currently, the following are National Repositories:

1. DPC Data Inc.  
One Executive Drive  
Fort Lee, NJ 07024  
(201) 346-0701 (phone)  
(201) 947-0107 (fax)  
Email: nrmsir@dpcdata.com
  
2. Interactive Data Pricing and Reference Data, Inc.  
Attn: NRMSIR  
100 William Street, 15<sup>th</sup> Floor  
New York, NY 10038  
(212) 771-6999; (800) 689-8466 (phone)  
(212) 771-7390 (fax)  
Email: NRMSIR@Interactivedata.com

3. Bloomberg Municipal Repository  
100 Business Park Drive  
Skillman, NJ 08558  
(609) 279-3225 (phone)  
(609) 279-5962 (fax)  
Email: [Munis@Bloomberg.com](mailto:Munis@Bloomberg.com)
4. Standard & Poor's Securities Evaluations, Inc.  
55 Water Street  
45<sup>th</sup> Floor  
New York, NY 10041  
(212) 438-4595 (phone)  
(212) 438-3975 (fax)  
Email: [nrmsir\\_repository@sandp.com](mailto:nrmsir_repository@sandp.com)

“Official Statement” means that Official Statement prepared by the Issuer in connection with the Bonds, as listed on Appendix A.

“Repository” means the MSRB, each National Repository and the State Depository (if any).

“State Depository” means any public or private depository or entity designated by the State of California as a state information depository (if any) for the purpose of the Rule. The list of state information depositories maintained by the United States Securities and Exchange Commission shall be conclusive as to the existence of a State Depository. Currently, the following depositories are listed by the Securities and Exchange Commission as available State Depositories:

1. Municipal Advisory Council of Michigan  
1445 First National Building  
Detroit, MI 48226-3517  
(313) 963-0420 (phone)  
(313) 963-0943 (fax)  
[MAC@macmi.com](mailto:MAC@macmi.com)
2. Municipal Advisory Council of Texas  
PO Box 2177  
Austin, TX 78768-2177  
(512) 476-6947 (phone)  
(512) 476-6403 (fax)  
[mac@mactexas.com](mailto:mac@mactexas.com)
3. Ohio Municipal Advisory Council  
9321 Ravenna Road, Unit K  
Twinsburg, OH 44087-2445  
(330) 963-7444 (phone)  
(800) 969-OMAC (6622) (phone)  
(330) 963-7553 (fax)  
[sid\\_filings@ohiomac.com](mailto:sid_filings@ohiomac.com)

“Voluntary Report” means the information provided to the Disclosure Dissemination Agent by the Issuer pursuant to Section 7.

SECTION 2. Provision of Annual Reports.

(a) The Issuer shall provide, annually, an electronic copy of the Annual Report and Certification to the Disclosure Dissemination Agent, together with a copy for the Fiscal Agent, not later than 30 days prior to the Annual Filing Date. Promptly upon receipt of an electronic copy of the Annual Report and the Certification, the Disclosure Dissemination Agent shall provide an Annual Report to each National Repository and the State Depository (if any) not later than 185 days after the end of the Issuer’s Fiscal Year (presently June 30), commencing with the report for Fiscal Year 2008. Such date and each anniversary thereof is the Annual Filing Date. 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 3 of this Disclosure Agreement.

(b) If on the fifteenth (15th) day prior to the Annual Filing Date, the Disclosure Dissemination Agent has not received a copy of the Annual Report and Certification, the Disclosure Dissemination Agent shall contact the Disclosure Representative by telephone and in writing (which may be by e-mail) to remind the Issuer of its undertaking to provide the Annual Report pursuant to Section 2(a). Upon such reminder, the Disclosure Representative shall either (i) provide the Disclosure Dissemination Agent with an electronic copy of the Annual Report and the Certification) no later than two (2) business days prior to the Annual Filing Date, or (ii) instruct the Disclosure Dissemination Agent in writing that the Issuer will not be able to file the Annual Report within the time required under this Disclosure Agreement, state the date by which the Annual Report for such year will be provided and instruct the Disclosure Dissemination Agent that a Notice Event as described in Section 4(a)(12) has occurred and to immediately send a notice to each National Repository or the MSRB and the State Depository (if any) in substantially the form attached as Exhibit B.

(c) If the Disclosure Dissemination Agent has not received an Annual Report and Certification by 12:00 noon on the first business day following the Annual Filing Date for the Annual Report, a Notice Event described in Section 4(a)(12) shall have occurred and the Issuer irrevocably directs the Disclosure Dissemination Agent to immediately send a notice to each National Repository or the MSRB and the State Depository (if any) in substantially the form attached as Exhibit B.

(d) If Audited Financial Statements of the Issuer are prepared but not available prior to the Annual Filing Date, the Issuer shall, when the Audited Financial Statements are available, provide in a timely manner an electronic copy to the Disclosure Dissemination Agent, accompanied by a Certificate, together with a copy for the Fiscal Agent, for filing with each National Repository and the State Depository (if any).

(e) The Disclosure Dissemination Agent shall:

- (i) determine the name and address of each Repository each year prior to the Annual Filing Date;

- (ii) upon receipt, promptly file each Annual Report received under Section 2(a) with each National Repository, and the State Depository, (if any);
- (iii) upon receipt, promptly file each Audited Financial Statement received under Section 2(d) with each National Repository, and the State Depository (if any);
- (iv) upon receipt, promptly file the text of each disclosure to be made with each National Repository and the State Depository (if any) together with a completed copy of the Event Notice Cover Sheet in the form attached as Exhibit C, describing the event by checking the box indicated below when filing pursuant to the Section of this Disclosure Agreement indicated:
  - 1. "Principal and interest payment delinquencies," pursuant to Sections 4(c) and 4(a)(1);
  - 2. "Non-Payment related defaults," pursuant to Sections 4(c) and 4(a)(2);
  - 3. "Unscheduled draws on debt service reserves reflecting financial difficulties," pursuant to Sections 4(c) and 4(a)(3);
  - 4. "Unscheduled draws on credit enhancements reflecting financial difficulties," pursuant to Sections 4(c) and 4(a)(4);
  - 5. "Substitution of credit or liquidity providers, or their failure to perform," pursuant to Sections 4(c) and 4(a)(5);
  - 6. "Adverse tax opinions or events affecting the tax-exempt status of the security," pursuant to Sections 4(c) and 4(a)(6);
  - 7. "Modifications to rights of securities holders," pursuant to Sections 4(c) and 4(a)(7);
  - 8. "Bond calls," pursuant to Sections 4(c) and 4(a)(8);
  - 9. "Defeasances," pursuant to Sections 4(c) and 4(a)(9);
  - 10. "Release, substitution, or sale of property securing repayment of the securities," pursuant to Sections 4(c) and 4(a)(10);
  - 11. "Ratings changes," pursuant to Sections 4(c) and 4(a)(11);
  - 12. "Failure to provide annual financial information as required," pursuant to Section 2(b)(ii) or Section 2(c), together with a completed copy of Exhibit B to this Disclosure Agreement; and
  - 13. "Other material event notice (specify)," pursuant to Section 7 of this Agreement, together with the summary description provided by the Disclosure Representative.



- (v) provide the Issuer evidence of the filings of each of the above when made, which shall be by means of the DAC system, for so long as DAC is the Disclosure Dissemination Agent under this Disclosure Agreement.

(f) The Issuer may adjust the Annual Filing Date upon change of its fiscal year by providing written notice of such change and the new Annual Filing Date to the Disclosure Dissemination Agent, Fiscal Agent (if any) and the Repositories, provided that the period between the existing Annual Filing Date and new Annual Filing Date shall not exceed one year.

**SECTION 3. Content of Annual Reports.**

The Issuer's Annual Report shall contain or include by reference the following:

(i) The Issuer's annual Consolidated Annual Financial Report (the "CAFR") which shall include the audited financial statements of the Issuer's Light and Power Fund for the prior fiscal year, prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board. If the Issuer's audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a), the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available;

(ii) Pasadena Water and Power's most recently published Annual Report, not previously filed with the National Repositories, if any;

(iii) Updated information comparable to the information in the following tables as they appear in the Official Statement, dated January \_\_, 2008, relating to the Bonds (the "Official Statement");

(a) TABLE 3 – "TOTAL POWER GENERATED AND PURCHASED: PEAK DEMAND (MWh)"

(b) TABLE 4 – "POWER SUPPLY RESOURCES";

(c) TABLE 8 – "CUSTOMERS, ENERGY SALES AND REVENUES";

(d) TABLE 10 – "OUTSTANDING DEBT OF JOINT ACTION AGENCIES"; and

(e) TABLE 11 – "HISTORICAL OPERATING RESULTS AND DEBT SERVICE COVERAGE."

Any or all of the items listed above may be included by specific reference from other documents, including official statements of debt issues with respect to which the Issuer is an "obligated person" (as defined by the Rule), which have been previously filed with each of the National Repositories or the Securities and Exchange Commission. If the document incorporated by reference is a final official statement, it must be available from the MSRB. The Issuer will clearly identify each such document so incorporated by reference.

Any annual financial information containing modified operating data or financial information is required to explain, in narrative form, the reasons for the modification and the impact of the change in the type of operating data or financial information being provided.

SECTION 4. Reporting of Notice Events.

(a) The occurrence of any of the following events, if material, with respect to the Bonds constitutes a Notice Event:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements relating to the Bonds reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions or events affecting the tax-exempt status of the Bonds;
7. Modifications to rights of Bond holders;
8. Bond calls;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Bonds;
11. Rating changes on the Bonds;
12. Failure to provide annual financial information as required.

The Issuer shall promptly notify the Disclosure Dissemination Agent in writing upon the occurrence of a Notice Event. Such notice shall instruct the Disclosure Dissemination Agent to report the occurrence pursuant to subsection (c). Such notice shall be accompanied with the text of the disclosure that the Issuer desires to make, the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information.

(b) The Disclosure Dissemination Agent is under no obligation to notify the Issuer or the Disclosure Representative of an event that may constitute a Notice Event. In the event the Disclosure Dissemination Agent so notifies the Disclosure Representative, the Disclosure Representative will within five business days of receipt of such notice, instruct the Disclosure Dissemination Agent that (i) a Notice Event has not occurred and no filing is to be made or (ii) a Notice Event has occurred and the Disclosure Dissemination Agent is to report the occurrence pursuant to subsection (c), together with the text of the disclosure that the Issuer desires to make, the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate

such information, and the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information.

(c) If the Disclosure Dissemination Agent has been instructed by the Issuer as prescribed in subsection (a) or (b)(ii) of this Section 4 to report the occurrence of a Notice Event, the Disclosure Dissemination Agent shall promptly file a notice of such occurrence with the State Depository (if any) and (i) each National Repository, or (ii) the MSRB in accordance with Section 2 e (iv) hereof.

SECTION 5. CUSIP Numbers. Whenever providing information to the Disclosure Dissemination Agent, including but not limited to Annual Reports, documents incorporated by reference to the Annual Reports, Audited Financial Statements, notices of Notice Events, and Voluntary Reports filed pursuant to Section 7(a), the Issuer shall indicate the full name of the Bonds and the 9-digit CUSIP numbers for the Bonds as to which the provided information relates.

SECTION 6. Additional Disclosure Obligations. The Issuer acknowledges and understands that other state and federal laws, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, may apply to the Issuer, and that the failure of the Disclosure Dissemination Agent to so advise the Issuer shall not constitute a breach by the Disclosure Dissemination Agent of any of its duties and responsibilities under this Disclosure Agreement. The Issuer acknowledges and understands that the duties of the Disclosure Dissemination Agent relate exclusively to execution of the mechanical tasks of disseminating information as described in this Disclosure Agreement.

SECTION 7. Voluntary Reports.

(a) The Issuer may instruct the Disclosure Dissemination Agent to file information with the Repositories, from time to time pursuant to a Certification of the Disclosure Representative accompanying such information (a "Voluntary Report").

(b) Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer from disseminating any other information through the Disclosure Dissemination Agent using the means of dissemination set forth in this Disclosure Agreement or including any other information in any Annual Report, Annual Financial Statement, Voluntary Report or Notice Event notice, in addition to that required by this Disclosure Agreement. If the Issuer chooses to include any information in any Annual Report, Annual Financial Statement, Voluntary Report or Notice Event notice in addition to that which is specifically required by this Disclosure Agreement, the Issuer shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report, Annual Financial Statement, Voluntary Report or Notice Event notice.

SECTION 8. Termination of Reporting Obligation. The obligations of the Issuer and the Disclosure Dissemination Agent under this Disclosure Agreement shall terminate with respect to the Bonds upon the legal defeasance, prior redemption or payment in full of all of the Bonds, when the Issuer is no longer an obligated person with respect to the Bonds, or upon delivery by the Disclosure Representative to the Disclosure Dissemination Agent of an opinion of nationally recognized bond counsel to the effect that continuing disclosure is no longer required.

SECTION 9. Disclosure Dissemination Agent. The Issuer has appointed Digital Assurance Certification, L.L.C. as exclusive Disclosure Dissemination Agent under this Disclosure Agreement. The Issuer may, upon thirty days written notice to the Disclosure Dissemination Agent and the Fiscal Agent, replace or appoint a successor Disclosure Dissemination Agent. Upon termination of DAC's services as Disclosure Dissemination Agent, whether by notice of the Issuer or DAC, the Issuer agrees to appoint a successor Disclosure Dissemination Agent or, alternately, agrees to assume all responsibilities of Disclosure Dissemination Agent under this Disclosure Agreement for the benefit of the Holders of the Bonds. Notwithstanding any replacement or appointment of a successor, the Issuer shall remain liable until payment in full for any and all sums owed and payable to the Disclosure Dissemination Agent. The Disclosure Dissemination Agent may resign at any time by providing thirty days' prior written notice to the Issuer.

SECTION 10. Remedies in Event of Default. In the event of a failure of the Issuer or the Disclosure Dissemination Agent to comply with any provision of this Disclosure Agreement, the Holders' rights to enforce the provisions of this Agreement shall be limited solely to a right, by action in mandamus or for specific performance, to compel performance of the parties' obligation under this Disclosure Agreement. Any failure by a party to perform in accordance with this Disclosure Agreement shall not constitute a default on the Bonds or under any other document relating to the Bonds, and all rights and remedies shall be limited to those expressly stated herein.

SECTION 11. Duties, Immunities and Liabilities of Disclosure Dissemination Agent.

(a) The Disclosure Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement. The Disclosure Dissemination Agent's obligation to deliver the information at the times and with the contents described herein shall be limited to the extent the Issuer has provided such information to the Disclosure Dissemination Agent as required by this Disclosure Agreement. The Disclosure Dissemination Agent shall have no duty with respect to the content of any disclosures or notice made pursuant to the terms hereof. The Disclosure Dissemination Agent shall have no duty or obligation to review or verify any Information or any other information, disclosures or notices provided to it by the Issuer and shall not be deemed to be acting in any fiduciary capacity for the Issuer, the Holders of the Bonds or any other party. The Disclosure Dissemination Agent shall have no responsibility for the Issuer's failure to report to the Disclosure Dissemination Agent a Notice Event or a duty to determine the materiality thereof. The Disclosure Dissemination Agent shall have no duty to determine, or liability for failing to determine, whether the Issuer has complied with this Disclosure Agreement. The Disclosure Dissemination Agent may conclusively rely upon certifications of the Issuer at all times.

The obligations of the Issuer under this Section shall survive resignation or removal of the Disclosure Dissemination Agent and defeasance, redemption or payment of the Bonds.

(b) The Disclosure Dissemination Agent may, from time to time, consult with legal counsel (either in-house or external) of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or its respective duties hereunder, and shall not incur any liability and shall be fully protected in acting

in good faith upon the advice of such legal counsel. The reasonable fees and expenses of such counsel shall be payable by the Issuer.

SECTION 12. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Agreement, the Issuer and the Disclosure Dissemination Agent may amend this Disclosure Agreement and any provision of this Disclosure Agreement may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws acceptable to both the Issuer and the Disclosure Dissemination Agent to the effect that such amendment or waiver does not materially impair the interests of Holders of the Bonds and would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule; provided neither the Issuer or the Disclosure Dissemination Agent shall be obligated to agree to any amendment modifying their respective duties or obligations without their consent thereto.

Notwithstanding the preceding paragraph, the Disclosure Dissemination Agent shall have the right to adopt amendments to this Disclosure Agreement necessary to comply with modifications to and interpretations of the provisions of the Rule as announced by the Securities and Exchange Commission from time to time by giving not less than 20 days written notice of the intent to do so together with a copy of the proposed amendment to the Issuer. No such amendment shall become effective if the Issuer shall, within 10 days following the giving of such notice, send a notice to the Disclosure Dissemination Agent in writing that it objects to such amendment.

SECTION 13. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Fiscal Agent for the Bonds, the Disclosure Dissemination Agent, the underwriter, and the Holders from time to time of the Bonds, and shall create no rights in any other person or entity.

SECTION 14. Governing Law. This Disclosure Agreement shall be governed by the laws of the State of California (other than with respect to conflicts of laws).

SECTION 15. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[Remainder of page intentionally left blank.]

The Disclosure Dissemination Agent and the Issuer have caused this Continuing Disclosure Agreement to be executed, as of the date first written above, by their respective officers duly authorized.

DIGITAL ASSURANCE CERTIFICATION, L.L.C.,  
as Disclosure Dissemination Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

CITY OF PASADENA, CALIFORNIA as Issuer

By: \_\_\_\_\_  
Stephen C. Stark  
Director of Finance

**EXHIBIT A**

**NAME AND CUSIP NUMBERS OF BONDS**

Name of Issuer                      City of Pasadena, California  
Obligated Person(s)                City of Pasadena, California  
Name of Bond Issue:                Electric Revenue Bonds, 2008 Series  
Date of Issuance:                    February \_\_, 2008  
Date of Official Statement        January \_\_, 2008

CUSIP Number: _____	CUSIP Number: _____
CUSIP Number: _____	CUSIP Number: _____
CUSIP Number: _____	CUSIP Number: _____
CUSIP Number: _____	CUSIP Number: _____
CUSIP Number: _____	CUSIP Number: _____
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CUSIP Number: _____	CUSIP Number: _____
CUSIP Number: _____	CUSIP Number: _____
CUSIP Number: _____	CUSIP Number: _____

**EXHIBIT B**

**NOTICE TO REPOSITORIES OF FAILURE TO FILE ANNUAL REPORT**

Issuer: City of Pasadena, California  
Obligor: City of Pasadena, California  
Name of Bond Issue: Electric Revenue Bonds, 2008 Series  
Date of Issuance: February \_\_, 2008

NOTICE IS HEREBY GIVEN that the Issuer has not provided an Annual Report with respect to the above-named Bonds as required by the Continuing Disclosure Agreement, dated as of February 1, 2008, between the Issuer and Digital Assurance Certification, L.L.C., as Disclosure Dissemination Agent. The Issuer has notified the Disclosure Dissemination Agent that it anticipates that the Annual Report will be filed by \_\_\_\_\_.

Dated: \_\_\_\_\_

Digital Assurance Certification, L.L.C., as  
Disclosure Dissemination Agent, on behalf of the  
Issuer

\_\_\_\_\_

cc: Finance Director, City of Pasadena



**EXHIBIT C  
EVENT NOTICE COVER SHEET**

This cover sheet and material event notice will be sent to all Nationally Recognized Municipal Securities Information Repositories, and any State Information Depository, if applicable, pursuant to Securities and Exchange Commission Rule 15c2-12(b)(5)(i)(C) and (D).

Issuer's and/or Other Obligated Person's Name:

\_\_\_\_\_  
Issuer's Six-Digit CUSIP Number:

\_\_\_\_\_  
\_\_\_\_\_  
or Nine-Digit CUSIP Number(s) of the bonds to which this material event notice relates:

\_\_\_\_\_  
Number of pages of attached: \_\_\_\_\_

\_\_\_\_ Description of Material Event Notice (Check One):

- 1.  Principal and interest payment delinquencies
- 2.  Non-Payment related defaults
- 3.  Unscheduled draws on debt service reserves reflecting financial difficulties
- 4.  Unscheduled draws on credit enhancements reflecting financial difficulties
- 5.  Substitution of credit or liquidity providers, or their failure to perform
- 6.  Adverse tax opinions or events affecting the tax-exempt status of the security
- 7.  Modifications to rights of securities holders
- 8.  Bond calls
- 9.  Defeasances
- 10.  Release, substitution, or sale of property securing repayment of the securities
- 11.  Rating changes
- 12.  Other material event notice (specify) \_\_\_\_\_

\_\_\_\_ Failure to provide annual financial information as required

I hereby represent that I am authorized by the issuer or its agent to distribute this information publicly:

Signature: \_\_\_\_\_  
\_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Employer: Digital Assurance Certification, L.L.C.

Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Voice Telephone Number: \_\_\_\_\_