
SIXTH SUPPLEMENTAL TRUST AGREEMENT

by and among

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,
as Trustee,

THE CITY OF PASADENA,
as Lessee

and the

PASADENA PUBLIC FINANCING AUTHORITY,
as Lessor

Dated as of November 1, 2015

Relating to

 \$[PAR]
 City of Pasadena
Refunding Certificates of Participation
 Series 2015A

(Supplemental to the Amended and Restated Trust Agreement, dated as of January 1, 2003)

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SIXTH SUPPLEMENTAL TRUST AGREEMENT

This SIXTH SUPPLEMENTAL TRUST AGREEMENT (this “Sixth Supplemental Trust Agreement”), made and entered into as of November 1, 2015, by and among THE BANK OF NEW YORK TRUST COMPANY, N.A., a national banking association duly organized and existing under and by virtue of the laws of the United States of America, as successor trustee (the “Trustee”), the CITY OF PASADENA, a municipal corporation duly organized and existing under its charter and the Constitution and laws of the State of California (the “City”), and the PASADENA PUBLIC FINANCING AUTHORITY, a joint exercise of powers authority duly organized and existing under the laws of the State of California (the “Authority”);

WITNESSETH:

WHEREAS, in 1993, the City financed and refinanced the acquisition and construction of certain public facilities and capital improvements through the sale and delivery of City of Pasadena 1993 Certificates of Participation (Refunding and Capital Projects) (the “1993 Certificates”), executed and delivered pursuant to a Trust Agreement, dated as of January 1, 1994 (the “1993 Trust Agreement”), by and among the Trustee, the Pasadena Civic Improvement Corporation (the “Corporation”), the obligations of which have been assumed by the Authority as described below, and the City;

WHEREAS, the City leased certain real property, and the improvements thereto (the “1993 Property”) to the Corporation pursuant to an Amended and Restated Lease, dated as of January 1, 1994 (the “1993 Lease”), and the City subleased the 1993 Property back from the Corporation pursuant to an Amended and Restated Sublease, dated as of January 1, 1994 (the “1993 Sublease”);

WHEREAS, all rights to receive base rental payments payable by the City under the 1993 Sublease were assigned without recourse by the Corporation to the Trustee, pursuant to an Assignment Agreement, dated as of January 1, 1994 (the “1993 Assignment Agreement”);

WHEREAS, in 1996, the City financed the acquisition and construction of certain public facilities and capital improvements (the “1996 Project”) through the sale and delivery of City of Pasadena 1996 Certificates of Participation (Multi-Purpose Projects) (the “1996 Certificates”) executed and delivered pursuant to a Trust Agreement, dated as of March 1, 1996 (the “1996 Trust Agreement”), by and among the Trustee, the Corporation and the City;

WHEREAS, in connection with the financing of the 1996 Project, the City and the Corporation added to the property leased under the 1993 Lease and 1993 Sublease certain real property and the improvements thereto pursuant to a Lease, dated as of March 1, 1996, constituting an amendment to the 1993 Lease (as amended, the “1996 Lease”), and a Sublease, dated as of March 1, 1996, constituting an amendment to the 1993 Sublease (as amended, the “1996 Sublease”);

WHEREAS, all rights to receive base rental payments payable by the City under the 1996 Sublease were assigned without recourse by the Corporation to the Trustee, pursuant to an Assignment Agreement, dated as of March 1, 1996 (the “1996 Assignment Agreement”);

WHEREAS, the City, the Corporation and the Authority have entered into an Assignment, Assumption and Consent Agreement, whereby the Corporation assigned to the Authority, with the consent of the City, all of its right, title and interest in, and its obligations under, and with respect to, the 1993 Lease, the 1993 Sublease, the 1993 Trust Agreement, the 1993 Assignment Agreement, the 1996 Lease, the 1996 Sublease, the 1996 Trust Agreement and the 1996 Assignment Agreement, and all other agreements and instruments executed by the Corporation, and property leased, in connection with the execution and delivery of the 1993 Certificates and the 1996 Certificates;

WHEREAS, in 2003, the City financed a portion of the costs of renovation of Pasadena City Hall and certain other public improvements (the "2003 Project") through the sale and delivery of City of Pasadena 2003 Variable Rate Demand Certificates of Participation (City Hall and Park Improvement Projects) (the "2003 Certificates"), executed and delivered pursuant to the Amended and Restated Trust Agreement, dated as of January 1, 2003 (the "Trust Agreement"), by and among the Trustee, the Authority and the City, and consented to by Ambac Assurance Corporation (the "Insurer");

WHEREAS, in connection with the financing of the 2003 Project, the Authority and the City entered into an Amended and Restated Lease, dated as of January 1, 2003 (the "Amended and Restated Lease"), in order to amend and restate the 1993 Lease and the 1996 Lease, and entered into an Amended and Restated Sublease, dated as of January 1, 2003 (the "Amended and Restated Sublease"), in order to amend and restate the 1993 Sublease and the 1996 Sublease, so as to increase the amount of base rental payments payable thereunder, and, in both cases, to make the provisions thereof applicable to the 2003 Project and to make certain other modifications in order to provide for the execution and delivery of Additional Certificates in accordance with the provisions of the 1996 Trust Agreement;

WHEREAS, the Authority and the Trustee entered into an Amended and Restated Assignment Agreement, dated as January 1, 2003 (the "Assignment Agreement"), in order to amend and restate the 1993 Assignment Agreement and the 1996 Assignment Agreement so as to expressly provide that all rights to receive the base rental payments payable by the City under the Amended and Restated Sublease, including the increased amounts thereof provided for in the Sublease, were assigned without recourse by the Authority to the Trustee;

WHEREAS, the City entered into a swap agreement (the "Swap Agreement") in connection with the execution and delivery of the 2003 Certificates to provide a hedge with respect to interest rate risks on the 2003 Certificates;

WHEREAS, in 2004, the City refunded a portion of the 1993 Certificates and a portion of the 1996 Certificates through the sale and delivery of City of Pasadena Refunding Certificates of Participation, Series 2004A (the "2004A Certificates") and City of Pasadena Refunding Certificates of Participation, Series 2004B (the "2004B Certificates" and together with the 2004A Certificates, the "2004 Certificates"), executed and delivered pursuant to a First Supplemental Trust Agreement, dated as of March 1, 2004 (the "First Supplemental Trust Agreement"), by and among the Trustee, the Authority and the City;

WHEREAS, the City and the Authority entered into a Supplement No. 1 to Amended and Restated Lease and a Supplement No. 1 to Amended and Restated Sublease in order to

supplement the Amended and Restated Lease and the Amended and Restated Sublease, respectively, and so as to make the provisions thereof applicable to the 2004 Certificates;

WHEREAS, in 2006, the City financed the construction, expansion and renovation of the Pasadena Conference Center and certain other improvements through the sale and delivery of City of Pasadena Certificates of Participation (Conference Center Project), Series 2006A (the “2006A Certificates”) and City of Pasadena Certificates of Participation (Conference Center Project), Series 2006B (the “2006B Certificates”) and together with the 2006A Certificates, the “2006 Certificates”) executed and delivered pursuant to a Second Supplemental Trust Agreement, dated as of September 1, 2006 (the “Second Supplemental Trust Agreement”), by and among the Trustee, the Authority and the City;

WHEREAS, the City and the Authority entered into a Supplement No. 2 to Lease and a Supplement No. 2 to Sublease in order to supplement the Lease and the Sublease, respectively, and so as to make the provisions thereof applicable to the 2006 Certificates;

WHEREAS, in April 2008, the City refunded the 2006B Certificates through the sale and delivery of City of Pasadena Variable Rate Demand Refunding Certificates of Participation, Series 2008A (the “2008A Certificates”), executed and delivered pursuant to a Third Supplemental Trust Agreement, dated as of April 1, 2008 (the “Third Supplemental Trust Agreement”), by and among the Trustee, the Authority and the City;

WHEREAS, the City and the Authority entered into a Supplement No. 3 to Lease and a Supplement No. 3 to Sublease in order to supplement the Lease and the Sublease, respectively, and so as to make the provisions thereof applicable to the 2008A Certificates;

WHEREAS, in May 2008, the City refunded the 2004 Certificates through the sale and delivery of City of Pasadena Refunding Certificates of Participation, Series 2008B (the “2008B Certificates”), executed and delivered pursuant to a Fourth Supplemental Trust Agreement, dated as of May 1, 2008 (the “Fourth Supplemental Trust Agreement”), by and among the Trustee, the Authority and the City;

WHEREAS, the City and the Authority entered into a Supplement No. 4 to Lease and a Supplement No. 4 to Sublease in order to supplement the Lease and the Sublease, respectively, and so as to make the provisions thereof applicable to the 2008B Certificates;

WHEREAS, in July 2008, the City refunded the outstanding 2003 Certificates, through the sale and delivery of the City of Pasadena Refunding Certificates of Participation, Series 2008C (the “2008C Certificates”), executed and delivered pursuant to a Fifth Supplemental Trust Agreement, dated as of July 1, 2008 (the “Fifth Supplemental Trust Agreement”), by and among the Trustee, the Authority and the City. The City also terminated the Swap Agreement in connection with the refunding of the outstanding 2003 Certificates at that time;

WHEREAS, the City and the Authority entered into a Supplement No. 5 to the Lease and the Sublease, respectively, so as to make the provisions thereof applicable to the 2008C Certificates.

WHEREAS, the Trust Agreement provides that the City may at any time issue additional certificates payable on a parity with the outstanding 2006A Certificates, 2008A Certificates, 2008B Certificates and the 2008C Certificates pursuant to a supplemental trust agreement;

WHEREAS, the City desires to execute and deliver an additional series of certificates designated as City of Pasadena Refunding Certificates of Participation, Series 2015A, in the aggregate principal amount of \$[_____] (the "2015A Certificates") for the purpose of refunding a portion of the outstanding 2008C Certificates and financing the costs of execution and delivery of the 2008C Certificates;

WHEREAS, the Authority and the City will enter into a Supplement No. 6 to Amended and Restated Lease and a Supplement No. 6 to Amended and Restated Sublease in order to supplement the Amended and Restated Lease and the Amended and Restated Sublease, respectively, to increase the amount of base rental payments payable by the City under the Sublease by an aggregate amount equal to the principal and interest represented by the 2015A Certificates and to make the provisions thereof applicable to the 2015A Certificates;

WHEREAS, in order to provide for the authentication and delivery of the 2015A Certificates, to establish and declare the terms and conditions upon which the 2015A Certificates are to be executed and delivered and to secure the payment of the principal, and premium, if any, and interest evidenced and represented thereby, the City and the Authority have authorized the execution and delivery of this Supplemental Trust Agreement; and

WHEREAS, all acts and proceedings required by law necessary to make the 2015A Certificates, when executed and delivered by the Trustee, the valid, binding and legal obligations of the City payable in accordance with their terms, and to constitute this Supplemental Trust Agreement a valid and binding agreement of the parties hereto for the uses and purposes herein set forth in accordance with its terms, have been done and taken, and the execution and delivery of this Supplemental Trust Agreement have been in all respects duly authorized;

NOW, THEREFORE, THIS SIXTH SUPPLEMENTAL TRUST AGREEMENT WITNESSETH, that in order to secure the payment of the principal, premium, if any, and the interest evidenced and represented by all Certificates at any time executed, delivered and outstanding under the Trust Agreement, according to their tenor, and to secure the performance and observance of all the covenants and conditions therein and herein set forth, and to declare the terms and conditions upon and subject to which the 2015A Certificates are to be executed, delivered and received, and in consideration of the premises and of the mutual covenants therein and herein contained and of the purchase and acceptance of the 2015A Certificates by the Owners thereof, and for other valuable consideration, the receipt whereof is hereby acknowledged, the City and the Authority do hereby covenant and agree with the Trustee, for the benefit of the respective Owners from time to time of the Certificates, as follows:

ARTICLE XLI

DEFINITIONS AND ADDITIONAL DEFINITIONS

Section 41.01. Definitions. Unless otherwise specifically provided in the recitals hereto, in Section 41.02 hereof or in Section 41.03 hereof, capitalized terms used in this Sixth

Supplemental Trust Agreement shall have the meanings ascribed to them in the Trust Agreement.

Section 41.02. Additional Definitions. Unless the context otherwise requires, the terms defined in this Section 41.02 shall have the meanings herein specified for all purposes of this Sixth Supplemental Trust Agreement (including Exhibit A attached hereto), and for all purposes of any certificate, opinion, request or other document mentioned herein or in the Trust Agreement:

2015A Certificates

“2015A Certificates” shall mean the \$[PAR] City of Pasadena Refunding Certificates of Participation, Series 2015A executed and delivered by the Trustee pursuant hereto.

Section 41.03. Amended and New Definitions. The following definitions set forth in the Trust Agreement, the First Supplemental Trust Agreement, Second Supplemental Trust Agreement, Third Supplemental Trust Agreement, Fourth Supplemental Trust Agreement or Fifth Supplemental Trust Agreement are hereby amended in their entirety to read as follows:

Certificate Reserve Fund Requirement

“Certificate Reserve Fund Requirement” means, as of any date of calculation, for Common Reserve Certificates, the least of (i) maximum prospective annual Base Rental Payments with respect to Outstanding Certificates to be made by the City under the Sublease, (ii) 10% of the outstanding principal amount of the Certificates or (iii) 125% of the average annual Base Rental Payments with respect to Outstanding Certificates to be made by the City under the Sublease, in accordance with the Tax Certificate. For purposes of the foregoing, it shall be assumed that the interest component of the Base Rental Payments relating to any Series of the Certificates for which a Qualified Swap is in effect will be equal to the swap rate and that the interest component of the Base Rental Payments relating to any Series of Certificates evidencing interest at a variable or auction rate (for which no Qualified Swap is in effect) will be equal to the Insured "AAA" MMD (Municipal Market Data) scale on the date of initial calculation of the Certificate Reserve Fund Requirement in connection with the delivery of such Series of Certificates (which date of calculation shall be not more than 30 days prior to the date of execution and delivery of such Series of Certificates).

Common Reserve Certificates

“Common Reserve Certificates” means the 1996 Certificates, the 2003 Certificates, the 2006A Certificates, the 2008A Certificates, the 2008B Certificates, the 2008C Certificates and the 2015A Certificates and Additional Certificates which the Certificate Reserve Funds secure.

Lease

“Lease” shall mean that certain Amended and Restated Lease, dated as of January 1, 2003, as supplemented by Supplement No. 1 to Lease, dated as of March 1, 2004, as supplemented by Supplement No. 2 to Lease, dated as of September 1, 2006, as supplemented by Supplement No. 3 to Lease, dated as of April 1, 2008, as supplemented by Supplement No. 4 to

Lease, dated as of May 1, 2008, as supplemented by Supplement No. 5 to Lease, dated as of July 1, 2008, and as supplemented by Supplement No. 6 to Lease, dated as of November 1, 2015 with respect to the Leased Property, by and between the City as lessor and the Authority as lessee, as originally executed and as it may from time to time be further amended or supplemented.

Sublease

“Sublease” shall mean that certain Amended and Restated Sublease, dated as of January 1, 2003, as supplemented by Supplement No. 1 to Sublease, dated as of March 1, 2004, as supplemented by Supplement No. 2 to Sublease, dated as of September 1, 2006, as supplemented by Supplement No. 3 to Sublease, dated as of April 1, 2008, as supplemented by Supplement No. 4 to Sublease, dated as of May 1, 2008, as supplemented by Supplement No. 5 to Sublease, dated as of July 1, 2008, and as supplemented by Supplement No. 6 to Sublease, dated as of November 1, 2015 with respect to the Leased Property, by and between the City as sublessee and the Authority as sublessor, as originally executed and as it may from time to time be further amended or supplemented.

ARTICLE XLII

THE SERIES 2015A CERTIFICATES

Section 42.01. Authorization and Designation. The Trustee is hereby authorized and directed, without further request, to execute, register and deliver the 2015A Certificates in an aggregate principal amount of \$[PAR], representing the aggregate principal components of the Base Rental Payments set forth in Exhibit B to the Sublease with respect to the 2015A Certificates and evidencing and representing a proportional undivided interest in Base Rental Payments. The 2015A Certificates shall be designated “City of Pasadena Refunding Certificates of Participation, Series 2015A”. The 2015A Certificates shall represent interest at fixed rates as provided in Section 42.02.

Section 42.02. Dated Date and Maturity of 2015A Certificates, Accrual of Interest. The 2015A Certificates shall be dated the date of original execution and delivery thereof (the “Dated Date”). The Series 2015A Certificates shall be executed and delivered in the aggregate principal amount of \$[PAR], in Authorized Denominations of \$5,000 or any multiple thereof. All of the Series 2015A Certificates shall be fixed rate certificates. The 2015A Certificates shall be payable on February 1 in the years and representing interest payable on each February 1 and August 1 beginning February 1, 2016 at the rates per annum (based upon a 360-day year of twelve 30 day months), as follows:

Year February 1	Principal Amount	Interest Rate
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Year February 1	Principal Amount	Interest Rate
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Section 42.03. Mandatory Prepayment From Net Proceeds. As provided in Section 4.01(a), the 2015A Certificates are subject to prepayment on any date prior to their respective principal payment dates, as a whole, or in part, at the direction of the City, from the net proceeds of any insurance or condemnation award with respect to the Leased Property or portions thereof, at a prepayment price equal to the sum of the principal amount represented thereby plus accrued interest represented thereby to the date fixed for prepayment, without premium; provided, however, that notwithstanding the foregoing, such prepayment shall be effected with respect to the 2015A Certificates by defeasing such 2015A Certificates or portions thereof to maturity pursuant to Article X of the Trust Agreement.

Section 42.04. Optional Prepayment. The 2015A Certificates maturing on or after February 1, _____ are subject to optional prepayment by the City on or after February 1, _____, in whole, or in part, at the direction of the City, in Authorized Denominations, among such maturities as selected by the City and by lot within any maturity and on any date, at the prepayment price of 100% of the principal amount of the 2015A Certificates to be prepaid, plus accrued interest represented thereby to the date fixed for prepayment.

Section 42.05. Mandatory Sinking Fund Prepayment. The 2015A Certificates maturing on February 1, _____ and bearing interest at ___% are subject to mandatory sinking fund prepayment in the amount of the principal thereof, without premium, in the years and amounts as set forth below.

Mandatory Prepayment Dates (February 1)	Principal Amount
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* Final Maturity.

The amount of each prepayment required by this Section with respect to 2015A Certificates shall be reduced proportionately as directed by a Certificate of the City which shall include a revised sinking fund schedule in the event and to the extent of any and all mandatory prepayments of 2015A Certificates pursuant to Section 42.03 and optional prepayments of 2015A Certificates pursuant to Section 42.04.

Section 42.06. Notice of Prepayment. As provided in the Section 4.03 Trust Agreement, notice of prepayment hereof or of any part hereof shall be mailed, first class postage prepaid, not less than 30 nor more than 60 days before the prepayment date, to the Owner of the 2015A Certificates at his or her address as it appears in the registration books maintained by the Trustee and to those securities depositories and securities information services specified in the Trust Agreement, but neither failure to receive any such notice nor any defect contained therein shall affect the validity of the proceedings for the prepayment of the 2015A Certificates. If 2015A Certificates are called for prepayment and payment is duly provided therefor as specified in the Trust Agreement, the interest represented thereby shall cease to accrue. Notice of any prepayment shall either (i) state that the proposed prepayment is conditioned on there being on deposit in the applicable fund or account on the prepayment date sufficient money to pay the full prepayment price of the Certificates to be prepaid, or such other conditions as so expressly stated or (ii) be sent only if sufficient money to pay the full prepayment price of the Certificates to be prepaid is on deposit in the applicable fund or account.

Section 42.07. Form of 2015A Certificates. The 2015A Certificates shall be substantially in the respective form set forth in Exhibit A attached hereto and by this reference incorporated herein.

ARTICLE XLIII

APPLICATION OF PROCEEDS OF THE 2015A CERTIFICATES;

Section 43.01. Application of Proceeds of 2015A Certificates; Certificate Reserve Fund; Purchase of 2003 Certificates.

(a) The net proceeds received from the sale of the 2015A Certificates amount to [_____]. The 2015A Certificate proceeds, along with [_____] released from the 2008C Certificate Reserve Fund shall be deposited in the following respective funds or transferred as provided herein, as directed by a Written Request of the City:

(i) The Trustee shall establish and maintain a separate fund known as the "2008 Prepayment Fund" pursuant to Section 5.02(d) of the Trust Agreement and deposit [_____] of the net proceeds of the sale of the 2015A Certificates in the 2008 Prepayment Fund to be used to (i) pay on [_____] the principal and interest with respect to the 2008C Certificates and (ii) prepay the 2008C Certificates, including accrued interest, in full on [_____]; provided that prior to such payments, the Trustee may, at the direction of the City, purchase any 2008C Certificates tendered to it, so long as the purchase price is not in excess of the principal amount thereof plus any accrued interest, as further provided in Section 43.01(____); and

(ii) The Trustee shall establish and maintain a separate fund known as the “2015A Cost of Issuance Fund” pursuant to Section 3.05 of the Trust Agreement and deposit therein the amount of [].

(b) The Trustee shall redesignate the fund held by it and designated the “2015A Certificate Reserve Fund,” to be used and disbursed in the manner provided in Section 3.04 of this Trust Agreement.

ARTICLE XLIV

AMENDMENT OF TRUST AGREEMENT

Section 44.01. Amendment of Trust Agreement.

(a) Pursuant to Section 9.01 of the Trust Agreement, upon written consent of owners of a majority in aggregate principal amount of the Certificates then Outstanding, the following amendments to Trust Agreement shall become effective:

(i) Section 2.17(b) is hereby amended and restated in its entirety to read as follows:

(b) Said Supplemental Trust Agreement ~~shall~~ may provide that from such proceeds or other sources an amount shall be deposited in any certificate reserve fund established hereto so that following such deposit, there shall be on deposit an aggregate amount in all of the Certificate Reserve Funds at least equal to the Certificate Reserve Requirement for the Certificates for which a Certificate Reserve Fund has been established; provided, however, that a Supplemental Trust Agreement may establish a standalone reserve fund which standalone reserve fund shall not constitute a Certificate Reserve Fund for purposes of this Trust Agreement but shall be established by an alternate designation pursuant to the Supplemental Trust Agreement.

(ii) The second paragraph of Section 2.18 is hereby amended and restated in its entirety to read as follows:

Such Supplemental Trust Agreement shall prescribe the form or forms of such Additional Certificates and, subject to the provisions of Section 2.17 hereof, shall provide for the distinctive designation, denominations, method of numbering, dates, Principal Payment Dates, interest rates, Interest Payment Dates, provisions for prepayment (if desired) and places of payment of principal and interest.

Such Supplemental Trust Agreement will specify whether such Additional Certificates shall (a) constitute Common Reserve Certificates secured by the Certificate Reserve Funds, (b) be secured by any other stand alone reserve fund, or (c) not be secured by any reserve fund.

(iii) The first sentence of Section 3.04 of the Trust Agreement is hereby amended and restated in its entirety to read as follows:

For Certificates for which a Certificate Reserve Fund has been established, monies in the Certificate Reserve Funds shall be used and withdrawn by the Trustee solely for the purposes set forth in this Section 3.04.

(iv) The first sentence of Section 3.04(e) of the Trust Agreement is hereby amended and restated in its entirety to read as follows:

(e) The City, upon notice to the Rating Agencies and the applicable Credit Provider, reserves the right to substitute, at any time and from time to time, one or more Reserve Facilities from a financial institution, the long-term unsecured obligations of which are rated not less than the “Aa” category by Moody’s and or the “AA” category by S&P (in each case, regardless of gradations) in substitution for or in place of all or any portion of the Certificate Reserve Fund Requirement, under the terms of which the Trustee is unconditionally entitled to draw amounts when required for the purposes hereof.

ARTICLE XLV ADDITIONAL COVENANT

Section 45.01. Covenant to Maintain Authority. The City covenants to take whatever action is necessary to preserve the existence of the Authority.

ARTICLE XLVI MISCELLANEOUS

Section 46.01. Severability. If any provision of this Sixth Supplemental Trust Agreement shall be held or deemed to be illegal, inoperative or unenforceable, the same shall not affect any other provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatsoever.

Section 46.02. Counterparts. This Sixth Supplemental Trust Agreement may be simultaneously executed in several counterparts each of which, when executed and delivered, shall be an original and all of which shall constitute one and the same instrument.

Section 46.03. Provisions of Trust Agreement Not Otherwise Modified. Except as specifically amended by this Sixth Supplemental Trust Agreement, the Trust Agreement is hereby ratified, approved and confirmed and remains in full force and effect.

Section 46.04. Governing Law; Venue. This Sixth Supplemental Trust Agreement shall be governed by and construed in accordance with the laws of the State of California. This Sixth Supplemental Trust Agreement shall be enforceable in the State of California and any action arising out of this Sixth Supplemental Trust Agreement shall be filed and maintained in Pasadena, California, unless the City waives this requirement.

Section 46.05. Effective Date. This Sixth Supplemental Trust Agreement shall be effective upon the execution hereof by the parties hereto.

IN WITNESS WHEREOF, the Authority has caused this Sixth Supplemental Trust Agreement to be executed by its Treasurer and duly attested to by its Secretary, the City has caused this Sixth Supplemental Trust Agreement to be executed on its behalf by its Interim Director of Finance and duly attested by the City Clerk and the Trustee has caused this Sixth Supplemental Trust Agreement to be executed in its name by its duly authorized officer all as of the day and year first above written.

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A., as Trustee

By: _____
Authorized Officer

PASADENA PUBLIC FINANCING AUTHORITY

By: _____
Matthew E. Hawkesworth
Treasurer

ATTEST:

Mark Jomsky
Secretary

CITY OF PASADENA

By: _____
Matthew E. Hawkesworth
Director of Finance

ATTEST:

Mark Jomsky
City Clerk

APPROVED AS TO FORM:

By: _____
Michele Beal Bagneris
City Attorney

APPROVED AS TO FORM:

By: _____
Eric Tashman
Sidley Austin LLP

CONSENT

BY EXECUTION HEREOF, Ambac Assurance Corporation, as Insurer of the outstanding 2006A Certificates, hereby consents to the foregoing amendments to the Prior Sublease contained in this Supplement No. 6 to Sublease as of the date above first written. By providing its consent Ambac Assurance Corporation makes no statement as to the necessity of obtaining other consents or taking other actions prior to effectuating the actions described herein.

AMBAC ASSURANCE CORPORATION

By: _____

Title: _____

EXHIBIT A

[FORM OF 2015A CERTIFICATE]

UNITED STATES OF AMERICA
STATE OF CALIFORNIA

No. R-1

\$ _____

CITY OF PASADENA
REFUNDING CERTIFICATE OF PARTICIPATION
SERIES 2015A

Evidencing and Representing a Proportional
Undivided Interest of the Owner Hereof
In Base Rental Payments to be Made
by the

CITY OF PASADENA, CALIFORNIA

to the

PASADENA PUBLIC FINANCING AUTHORITY

Under and Pursuant to an Amended and Restated Sublease dated as of January 1, 2003, as
Supplemented by Supplement No. 1 dated as of March 1, 2004, Supplement No. 2 dated as of
September 1, 2006, Supplement No. 3 dated as of April 1, 2008, Supplement No. 4 dated as of
May 1, 2008 and Supplement No. 5 dated as of July 1, 2008 and Supplement No. 6 dated as of
November 1, 2015

Interest Rate	Principal Payment Date	Dated	CUSIP
____%	February 1, 20__	[Closing Date]	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL SUM: _____ DOLLARS

THIS IS TO CERTIFY that the registered Owner identified above of this Certificate of Participation (this "2015A Certificate") is the Owner of a proportional, undivided interest in the right to receive the Base Rental Payments under and pursuant to that certain Amended and Restated Sublease (the "Sublease") executed and entered into as of January 1, 2003, as supplemented by Supplement No. 1, dated as of March 1, 2004, Supplement No. 2, dated as of September 1, 2006, Supplement No. 3, dated as of April 1, 2008, Supplement No. 4, dated as of May 1, 2008, Supplement No. 5, dated as of July 1, 2008 and Supplement No. 6, dated as of November 1, 2015 (collectively, the "Sublease") each by and between the Pasadena Public Financing Authority (the "Authority"), a joint exercise of powers authority duly organized and

existing under the laws of the State of California, and the City of Pasadena (the "City"), a municipal corporation duly organized and existing under its charter and the Constitution and laws of the State of California, all of which rights to receive such Base Rental Payments have been assigned without recourse by the Authority to The Bank of New York Mellon Trust Company, N.A., a national banking association duly organized and existing under the laws of the United States of America, at its principal corporate trust office in Los Angeles, California, as successor trustee (the "Trustee"), acting in its capacity as such under the Amended and Restated Trust Agreement, dated as of January 1, 2003, as supplemented by the First Supplemental Trust Agreement dated as of March 1, 2004, the Second Supplemental Trust Agreement, dated as of September 1, 2006, the Third Supplemental Trust Agreement, dated as of April 1, 2008, the Fourth Supplemental Trust Agreement, dated as of May 1, 2008, the Fifth Supplemental Trust Agreement, dated as of July 1, 2008 and the Sixth Supplemental Trust Agreement dated November 1, 2015 (collectively referred to herein as the "Trust Agreement"), each by and among the Trustee, the City and the Authority, or any successor as therein provided.

This 2015A Certificate is one of the duly authorized certificates of participation entitled "City of Pasadena Refunding Certificates of Participation, Series 2015A" evidencing principal in the aggregate amount of \$[PAR] (the "2015A Certificates"). The 2015A Certificates are on a parity with the City of Pasadena 1993 Certificates of Participation (Refunding and Capital Projects) (the "1993 Certificates"), the City of Pasadena 2003 Variable Rate Demand Certificates of Participation (City Hall and Park Improvement Projects) (the "2003 Certificates"), the City of Pasadena Certificates of Participation (Conference Center Project), Series 2006A (the "2006 Certificates"), the City of Pasadena Variable Rate Demand Refunding Certificates of Participation, Series 2008A (the "2008A Certificates"), the City of Pasadena Refunding Certificates of Participation, Series 2008B (the "2008B Certificates") and the City of Pasadena Refunding Certificate of Participation, Series 2008C (the "2008C Certificates") each executed under and pursuant to the terms of the Trust Agreement; provided that the 2008C Certificates are being refunded [in whole] with the proceeds of the 2015A Certificates. The 1993 Certificates, the 2003 Certificates, the 2006 Certificates, the 2008A Certificates, the 2008B Certificates, the 2008C Certificates, the 2015A Certificates and any Additional Certificates executed and delivered pursuant to the Trust Agreement are collectively referred to herein as the "Certificates." The Certificates evidence proportional, undivided interest in Base Rental Payments payable under the Sublease.

Copies of the Trust Agreement are on file at the office of the Trustee in Los Angeles, California, and reference is hereby made to the Trust Agreement and to any and all amendments thereof and supplements thereto for a description of the agreements, conditions, covenants and terms securing the Certificates, for the nature, extent and manner of enforcement of such agreements, conditions, covenants and terms, for the rights and remedies of the registered Owners of the Certificates with respect thereto and for the other agreements, conditions, covenants and terms upon which the Certificates are executed and delivered thereunder. Unless the context otherwise requires, capitalized terms not defined herein shall have the meanings ascribed to them in the Trust Agreement. By their purchase of the 2015A Certificates, the Owners of the 2015A Certificates consent for purposes of Section 9.01 of the Trust Agreement to the amendments contained in the Sixth Supplemental Trust Agreement.

This Certificate represents interest at the rate per annum specified above from the Interest Payment Date (as defined below) to which interest has been paid or duly provided for next preceding its date of execution, unless such date of execution shall be (i) prior to the close of business on the first Record Date (as defined below), in which case this Certificate shall represent interest from its dated date, (ii) subsequent to a Record Date (as defined below) but before the related Interest Payment Date, in which case such Certificate shall represent interest from such Interest Payment Date or (iii) an Interest Payment Date to which interest has been paid in full or duly provided in which case such Certificate shall represent interest from such date of execution; provided, however, that if, as shown by the records of the Trustee, interest shall be in default, each Certificate shall represent interest from the last date to which interest has been paid or duly provided for or if no interest has been paid or duly provided for, from its dated date. The term "Interest Payment Date" means each February 1 and August 1. The term "Record Date" means the close of business on the fifteenth day of the month immediately preceding any Interest Payment Date, whether or not such day is a Business Day.

Except as otherwise provided in the Representation Letter, the interest represented by the Certificates shall be payable on each Interest Payment Date by check or draft mailed on the Interest Payment Date by the Trustee to the respective Owners of the Certificates as of the Record Date for such Interest Payment Date at their addresses shown on the books required to be kept by the Trustee pursuant to the provisions of the Trust Agreement. Payments of defaulted interest with respect to any Certificate shall be paid by check or draft to the Owner as of a special record date to be fixed by the Trustee, notice of which special record date shall be mailed to the Owner of the Certificate not less than ten days prior thereto.

The Owner of \$1,000,000 or more in aggregate principal amount represented by the Certificates may request in writing that the Trustee pay the interest represented by such Certificates by wire transfer to an account in the Continental United States and the Trustee shall comply with such request for all Interest Payment Dates following the fifteenth day after receipt of such request.

Interest with respect to the Certificates shall be computed on the basis of a 360-day year of twelve 30-day months. Payment shall be made on each Interest Payment Date for unpaid interest accrued to but not including such Interest Payment Date.

This Certificate is one of the duly authorized certificates of participation entitled "City of Pasadena, Refunding Certificates of Participation, Series 2015A." 2015A Certificates having a principal amount of \$[PAR] have been executed by the Trustee under and pursuant to the Trust Agreement.

To the extent and in the manner permitted by the terms of the Trust Agreement, the provisions of the Trust Agreement may be amended or supplemented by the parties thereto, in some instances without the consent of the registered Owners of the Certificates. No amendment or supplement shall (1) reduce the rate of interest evidenced and represented hereby or extend the time of payment thereof or reduce the amount of the principal evidenced and represented hereby or extend the Principal Payment Date hereof, (2) reduce the percentage of Owners whose consent is required for the execution of any amendment of or supplement to the Trust Agreement, or (3) modify any rights or obligations of the Trustee without its prior written consent thereto.

The Certificates are authorized to be executed and delivered in the form of fully registered Certificates in denominations of five thousand dollars (\$5,000) or any integral multiple thereof (each, an "Authorized Denomination").

This Certificate is transferable or exchangeable by the Owner hereof, in person or by his attorney duly authorized in writing, at the office of the Trustee in Los Angeles, California, or such other place as designated by the Trustee, but only in the manner, subject to the limitations and upon payment of the charges provided in the Trust Agreement; and upon surrender of this Certificate for cancellation, accompanied by delivery of a duly executed written instrument of transfer or exchange, a new Certificate or Certificates of Authorized Denominations of the same Principal Payment Date equal to the principal amount hereof will be executed and delivered by the Trustee to the Owner thereof in exchange or transfer herefor. The Trustee shall not be required to transfer or exchange any Certificate during any period in which it is selecting Certificates for prepayment, nor shall the Trustee be required to transfer or exchange any Certificate or portion thereof selected for prepayment from and after the date of mailing the notice of prepayment. The Trustee may treat the Owner hereof as the absolute Owner hereof for all purposes, whether or not this Certificate shall be overdue, and the Trustee shall not be affected by any knowledge or notice to the contrary; and payment of the interest and principal and prepayment premium, if any, evidenced and represented by this Certificate shall be made only to such Owner as above provided, which payments shall be valid and effectual to satisfy and discharge the liability evidenced and represented by this Certificate to the extent of the sum or sums so paid.

The Certificates are subject to prepayment on any date prior to their respective Principal Payment Dates, as a whole, or in part, at the direction of the City, from the net proceeds of any insurance or condemnation award with respect to the Leased Property or portions thereof, at a prepayment price equal to the sum of the principal amount represented thereby plus accrued interest represented thereby to the date fixed for prepayment, without premium.

The 2015A Certificates maturing on or after February 1, _____ are subject to optional prepayment by the City on or after February 1, _____, in whole, or in part, at the direction of the City, among such maturities as selected by the City and by lot within any maturity and on any date, at the prepayment price of 100% of the principal amount of the 2015A Certificates to be prepaid, plus accrued interest represented thereby to the date fixed for prepayment.

The 2015A Certificates maturing on February 1, _____ and bearing interest at ___% are subject to mandatory sinking fund prepayment in the amount of the principal thereof, without premium, in the years and amounts as set forth below:

Mandatory Prepayment Dates (February 1)	Principal Amount
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* Final Maturity.

The 2015A Certificates maturing on February 1, _____ and bearing interest at ___% are subject to mandatory sinking fund prepayment in the amount of the principal thereof, without premium, in the years and amounts as set forth below:

Mandatory Prepayment Dates (February 1)	Principal Amount
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* Final Maturity.

As provided in the Trust Agreement, notice of prepayment hereof or of any part hereof shall be mailed, first class postage prepaid, not less than 30 nor more than 60 days before the prepayment date, to the Owner of this Certificate at his or her address as it appears in the registration books maintained by the Trustee and to those securities depositories and securities information services specified in the Trust Agreement, but neither failure to receive any such notice nor any defect contained therein shall affect the validity of the proceedings for the prepayment of this Certificate. If this Certificate is called for prepayment and payment is duly provided therefor as specified in the Trust Agreement, the interest represented hereby shall cease to accrue.

The Certificates each evidence and represent a proportional, undivided interest in the Base Rental Payments and enjoy the benefits of a security interest in the money held in the funds established pursuant to the Trust Agreement (other than the Rebate Fund), subject to the provisions of the Trust Agreement permitting the disbursement thereof for or to the purposes and on the conditions and terms set forth therein.

The obligation of the City to pay Base Rental Payments does not constitute an indebtedness of the City for which the City is obligated to levy or pledge any form of taxation or for which the City has levied or pledged any form of taxation. The obligation of the City to pay Base Rental Payments does not constitute an indebtedness of the City, the State of California, or

any of its political subdivisions within the meaning of any constitutional or statutory debt limitation or restriction. The obligation of the City to make the Base Rental Payments is subject to abatement during any period in which, by reason of material damage, destruction or title defect, there is substantial interference with the use and occupancy of the Leased Property or portions thereof or if the Leased Property or portions thereof are taken under the power of eminent domain, all as more particularly provided in the Sublease to which reference is hereby made.

The Trustee has no obligation or liability to the registered Owners of the Certificates for the payment of the interest or principal or prepayment premiums, if any, evidenced and represented by the Certificates; but rather the Trustee's sole obligation is to administer, for the benefit of the City and the Authority and the registered Owners of the Certificates, the various funds established under the Trust Agreement. The Authority has no obligation or liability whatsoever to the registered Owners of the Certificates.

The Trust Agreement provides that the occurrence of certain events constitute Events of Default. Subject to certain limitations, the Trustee or the Owners of not less than a majority in aggregate principal amount represented by the Certificates at the time Outstanding shall be entitled to take whatever action at law or in equity may appear necessary or desirable to enforce its rights as assignee.

IN WITNESS WHEREOF, this 2015A Certificate has been executed by the manual signature of an authorized officer of the Trustee acting pursuant to the Trust Agreement.

Date: _____, 2015

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A., as Trustee

By: _____
Authorized Officer

[FORM OF ASSIGNMENT]

For value received the undersigned hereby sells, assigns and transfers unto _____
(Taxpayer Identification Number: _____) the within 2015A Certificate and all rights
thereunder, and hereby irrevocably constitutes and appoints _____
attorney to transfer the within 2015A Certificate 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 2015A Certificate in every particular, without alteration or enlargement
or any change whatever.

Signature Guaranteed: _____

Notice: Signature must be guaranteed by an eligible guarantor institution.