

Recording Requested By:
City of Pasadena

When Recorded Mail To:
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555 California Street, 20th Floor
San Francisco, California 94104

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SUPPLEMENT NO. 5

dated as of _____ 1, 2008

to

AMENDED AND RESTATED LEASE

dated as of January 1, 2003

by and between the

CITY OF PASADENA,
as Lessor

and the

PASADENA PUBLIC FINANCING AUTHORITY
as Lessee

SUPPLEMENT NO. 5 TO
AMENDED AND RESTATED LEASE

This Supplement No. 5 to Amended and Restated Lease, dated as of ____ 1, 2008 (the "Supplement No. 5 to Lease") supplements the Amended and Restated Lease, dated as of January 1, 2003, as supplemented by the Supplement No. 1 to Amended and Restated Lease, dated as of March 1, 2004, by the Supplement No. 2 to Amended and Restated Lease, dated as of September 1, 2006, by Supplement No. 3 to Amended and Restated Lease, dated as of April 1, 2008 and by Supplement No. 4 to Amended and Restated Lease, dated as of May 1, 2008 (such Amended and Restated Lease, together with such Supplement No. 1, Supplement No. 2, Supplement No. 3 and Supplement No. 4 to Amended and Restated Lease, the "Prior Lease"), between the Pasadena Public Financing Authority (the "Authority") and the City of Pasadena (the "City").

WITNESSETH:

WHEREAS, the City has caused the execution and delivery of additional series of certificates designated as City of Pasadena Refunding Certificates of Participation, Series 2008C, in the aggregate initial principal amount of \$ _____ (the "2008C Certificates");

WHEREAS, the Amended and Restated Lease, dated as of January 1, 2003, by and between the Authority and the City was recorded on January 29, 2003 as Instrument No. 03-0271240;

WHEREAS, Supplement No. 1 to Amended and Restated Lease, dated as of March 1, 2004, was recorded on April 13, 2004 as Instrument No. 04-0883160;

WHEREAS, Supplement No. 2 to Amended and Restated Lease, dated as of September 1, 2006, was recorded on September 6, 2006 as Instrument No. 06-1983685;

WHEREAS, Supplement No. 3 to Amended and Restated Lease, dated as of April 1, 2008, was recorded on April 21, 2008 as Instrument No. 20080691444;

WHEREAS, Supplement No. 4 to Amended and Restated Lease, dated as of May 1, 2008, was recorded on May 15, 2008 as Instrument No. 20080866815;

WHEREAS, pursuant to Section 13 of the Prior Lease, the Prior Lease may be amended in certain circumstances;

WHEREAS, the Authority and the City now desire to amend the Prior Lease in accordance with Section 13 of the Prior Lease in order to provide for the advanced rent paid with respect to the 2008C Certificates;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. All capitalized terms used in this Supplement No. 5 to Lease but not defined herein shall have the meanings ascribed thereto in the Prior Sublease.

2. Section 2 of the Prior Lease is hereby amended to read as follows:

SECTION 2. Term. The term hereof commences on the Closing Date (as defined in the Sublease) and shall end on February 1, 20__, unless such term is sooner terminated or is extended as hereinafter provided. If prior to February 1, 20__, all Base Rental Payments under the Sublease shall have been paid, or provision therefor has been made in accordance with Article X of the Trust Agreement, the term hereof shall end ten (10) days thereafter or ten (10) days after written notice by the City to the Authority in accordance with Section 15 hereof, whichever is earlier.

If the Sublease is extended beyond February 1, 20__, pursuant to the terms thereof, this Lease shall also be extended to the day following the date of termination of the Sublease.

3. Section 3 of the Prior Lease is hereby amended to read as follows.

SECTION 3. Rent. Upon execution and delivery of the 1993 Certificates, \$77,692,756.26 was deposited in the funds established with respect to the 1993 Certificates as advanced rent from the Corporation to the City in full consideration for the 1993 Lease over its term. Upon execution and delivery of the 1996 Certificates, \$14,047,222.77 was deposited in the funds established with respect to the 1996 Certificates as advanced rent from the Corporation to the City in full consideration for the 1996 Lease over its term. Upon execution and delivery of the 2003 Certificates, the Authority paid to the City an advance rent of \$73,579,698.50 under this Lease. Upon execution and delivery of the 2004 Certificates, \$39,985,210.59 was deposited in the funds established with respect to the 2004 Certificates as advanced rent from the Authority to the City under this Lease. Upon execution and delivery of the 2006 Certificates, \$161,846,397.59 was deposited in the funds established with respect to the 2006 Certificates as advanced rent from the Authority to the City under this Lease. Upon execution and delivery of the 2008A Certificates, \$134,430,146.82 was deposited in the funds established with respect to the 2008A Certificates as advanced rent from the Authority to the City under this Lease. Upon execution and delivery of the 2008B Certificates, \$28,513,626.68 was deposited in the funds established with respect to the 2008B Certificates as advanced rent from the Authority to the City under this Lease. Upon execution and delivery of the 2008C Certificates, \$_____ will be deposited in the funds established with respect to the 2008C Certificates as advanced rent from the Authority to the City, which together with the advance rent previously paid by the Corporation and the Authority to the City, shall be full consideration for this Lease over its term. The Authority hereby waives any right that it may have under the laws of the State of California to receive a rebate of such rent in full or in part in the event there is a substantial interference with the use and right of possession by the Authority of the Leased Property or portion thereof as a result of material damage, destruction or condemnation. All of the advance rent payments have been or shall be deposited with the Trustee under the

Trust Agreement pursuant to the Trust Agreement and have been or shall be disbursed by the City or the Trustee in accordance with the Trust Agreement.

4. All other provisions of the Prior Lease shall remain in full force and effect.
5. This Supplement No. 5 to Lease shall become effective as of the date first stated above.

IN WITNESS WHEREOF, the parties hereto have executed and entered into this Supplement No. 5 to Lease by their officers thereunto duly authorized as of the day and year first above written.

CITY OF PASADENA

By: _____
Steven B. Mermell
Acting Director of Finance

ATTEST:

Jane L. Rodriguez, CMC
City Clerk

APPROVED AS TO FORM:

By: _____
Michele Beal Bagneris
City Attorney

APPROVED AS TO FORM:

By: _____
Sidley Austin LLP

PASADENA PUBLIC FINANCING
AUTHORITY

By: _____
Steven B. Mermell
Treasurer

ATTEST:

Jane L. Rodriguez
Secretary

ACKNOWLEDGMENT

State of California
County of Los Angeles

On _____, 2008 before me, _____, Notary Public, personally appeared _____ (name and title of officer), who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Notary Seal)