

RECORDING REQUESTED BY:
City of Pasadena

WHEN RECORDED MAIL TO:
Sidley Austin LLP
555 California Street, Suite 2000
San Francisco, California 94104
Attention: Connie Tsai, Esq.

AMENDMENT NO. 1 TO SUBLEASE

Dated as of February 1, 2009

by and between the

PASADENA PUBLIC FINANCING AUTHORITY

and the

CITY OF PASADENA, CALIFORNIA,

related to the

\$47,300,000

PASADENA PUBLIC FINANCING AUTHORITY
VARIABLE RATE DEMAND LEASE REVENUE BONDS
(ROSE BOWL REFINANCING AND IMPROVEMENT PROJECTS), SERIES 2006

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AMENDMENT NO. 1 TO SUBLEASE

THIS AMENDMENT NO. 1 TO SUBLEASE (this "Amendment No. 1"), is made and entered into as of February 1, 2009, between PASADENA PUBLIC FINANCING AUTHORITY (the "Authority") and CITY OF PASADENA, CALIFORNIA (the "City").

WITNESSETH:

WHEREAS, the Authority previously issued its \$47,300,000 Variable Rate Demand Lease Revenue Bonds (Rose Bowl Refinancing and Improvement Projects), Series 2006 (the "Bonds") pursuant to a certain bond indenture, dated as of February 1, 2006 (the "Indenture"), by and between the Authority and Deutsche Bank National Trust Company, as trustee (the "Trustee");

WHEREAS, the Authority and the City entered into a Sublease, dated as of February 1, 2006 (the "Sublease"), to provide for payment of the Bonds from Base Rental Payments to be made by the City under the Sublease and certain funds held by the Trustee under the Indenture;

WHEREAS, the Bonds are supported by a direct-pay letter of credit (the "Existing Credit Facility"), dated February 16, 2006, issued by Citibank, N.A. pursuant to a Letter of Credit Reimbursement Agreement, dated as of February 1, 2006;

WHEREAS, the Authority and the City desire to replace the Existing Credit Facility with a direct-pay letter of credit (the "Letter of Credit") to be issued by Bank of America, N.A. (the "Bank"), pursuant to a Reimbursement Agreement among the City, the Authority and the Bank (the "Reimbursement Agreement");

WHEREAS, the Authority and the City desire to amend the Sublease to accommodate the terms of the Reimbursement Agreement; and

WHEREAS, Section 11.05 of the Sublease provides for the amendment of the Sublease under certain conditions described therein;

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

Section 1. Definitions. Unless changed by this Amendment No. 1, all terms used herein which are defined in the Sublease or the Indenture shall have the meanings assigned to them therein.

Section 2. Addition of Section 5.01(f). The Sublease is hereby amended by adding Section 5.01(f) as follows:

(f) Payments Under the Reimbursement Agreement. Notwithstanding anything herein to the contrary, the City may pay any additional amounts to the Credit Provider pursuant to the provisions of the Reimbursement Agreement, provided that if such

amounts constitute Base Rental Payments, amounts so paid under the Reimbursement Agreement, together with other Base Rental Payments in any Lease Year, do not exceed the fair rental value of the Leased Property.

Section 3. Notice Required by Section 11.05(a) of the Sublease. Pursuant to Section 11.05(a) of the Sublease, the City hereby agrees to send notice of the proposed adoption of this Amendment No. 1 by first class mail to the Owners of all Outstanding Bonds at their addresses appearing on the bond register.

Section 4. Notice Required by Section 8.08 of the Indenture. Pursuant to Section 8.8 of the Indenture, the City hereby agrees to cause the Trustee to give written notice to the Rating Agencies of this Amendment No. 1.

Section 5. Full Force and Effect. All other provisions of the Sublease shall remain in full force and effect.

Section 6. Effective Date. This Amendment No. 1 shall become effective upon the effective date of the Letter of Credit.

Section 7. Governing Law. The laws of the State of California shall govern this Amendment No. 1.

Section 8. Severability. In case any one or more of the provisions contained in this Amendment No. 1 should be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any of the provisions contained in this Amendment No. 1 and, to the extent and only to the extent that any such provision is invalid, illegal or unenforceable, this Amendment No. 1 shall be construed as if such provision had never been contained herein.

Section 9. Execution of Several Counterparts. This Amendment No. 1 may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, and any and all such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the Authority and the City have each caused this Amendment No. 1 to be executed in their respective names by their respective duly authorized officers, as of the date first above written.

PASADENA PUBLIC FINANCING
AUTHORITY

By: _____
Acting Executive Director

ATTEST:

Mark Jomsky, CMC
Secretary

CITY OF PASADENA, CALIFORNIA

By: _____
Acting City Manager

[SEAL]

ATTEST:

Mark Jomsky, CMC
City Clerk

APPROVED AS TO FORM:

By: _____
Michele Beal Bagneris
City Attorney

State of California)
) SS
County of Los Angeles)

On _____ before me, _____, Notary
Public, personally appeared _____

_____, 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), an 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

[Seal]