

## BOND PURCHASE AGREEMENT

November [ ], 2010

Pasadena Public Financing Authority  
c/o City of Pasadena  
100 N. Garfield Ave  
Pasadena, CA 91109  
Attention: Director of Finance

City of Pasadena  
100 N. Garfield Ave  
Pasadena, CA 91109  
Attention: Director of Finance

    \$[PARA]  
Pasadena Public Financing Authority  
    Lease Revenue Bonds  
    (Rose Bowl Renovation Project)  
    Series 2010A  
    (Tax-Exempt)

    \$[PARB]  
Pasadena Public Financing Authority  
    Lease Revenue Bonds  
    (Rose Bowl Renovation Project)  
    Series 2010B  
    (Taxable-Build America Bonds)

    \$[PARC]  
Pasadena Public Financing Authority  
    Lease Revenue Bonds  
    (Rose Bowl Renovation Project)  
    Series 2010C  
    (Taxable)

    \$[PARD]  
Pasadena Public Financing Authority  
    Lease Revenue Bonds  
    (Rose Bowl Renovation Project)  
    Series 2010D  
    (Taxable-Recovery Zone Economic  
    Development Bonds)

Ladies and Gentlemen:

The undersigned, BMO Capital Markets GKST Inc. (the “**Representative**”), on its own behalf and on behalf of Stone & Youngberg LLC (collectively referred to herein as the “**Underwriters**”), who are acting not as fiduciaries or agents for you, hereby offers to enter into this Bond Purchase Agreement (which, together with Exhibit A attached hereto, is referred to as this “**Purchase Agreement**”) with the Pasadena Public Financing Authority (the “**Authority**”) and the City of Pasadena, California (the “**City**”), which, upon the acceptance of the Authority and the City, will be binding upon the Authority, the City and the Underwriters. This offer is made subject to acceptance by the Authority and by the City by the execution of this Purchase

Agreement and delivery of the same to the Underwriters prior to 6:00 p.m., Pacific Standard Time, on the date hereof, and, if not so accepted, will be subject to withdrawal by the Underwriters upon notice delivered to the Authority and the City at any time prior to the acceptance hereof by the Authority and the City. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Bond Indenture, dated as of November 1, 2010 (the "**Indenture**"), by and between the Authority and Deutsche Bank National Trust Company, as trustee (the "**Trustee**").

**Section 1. Purchase and Sale.** Upon the terms and conditions and upon the basis of the representations, warranties and agreements herein set forth, the Underwriters, jointly and severally, hereby agree to purchase from the Authority and the City, and the Authority and the City hereby agree to issue, sell and deliver to the Underwriters all (but not less than all) of the (a) Pasadena Public Financing Authority Lease Revenue Bonds (Rose Bowl Renovation Project), Series 2010A (Tax-Exempt) in the aggregate principal amount of \$[PARA] (the "**2010A Bonds**"); (b) Pasadena Public Financing Authority Lease Revenue Bonds (Rose Bowl Renovation Project), Series 2010B (Taxable-Build America Bonds) in the aggregate principal amount of \$[PARB] (the "**2010B Bonds**"); (c) Pasadena Public Financing Authority Lease Revenue Bonds (Rose Bowl Renovation Project), Series 2010C (Taxable) in the aggregate principal amount of \$[PARC] (the "**2010C Bonds**"); and (d) Pasadena Public Financing Authority Lease Revenue Bonds (Rose Bowl Renovation Project), Series 2010D (Taxable-Recovery Zone Economic Development Bonds) in the aggregate principal amount of \$[PARD] (the "**2010D Bonds**," and collectively with the 2010A Bonds, the 2010B Bonds and the 2010C Bonds, the "**Bonds**"). The Bonds will be dated as of their date of delivery. Interest on the Bonds shall be payable semiannually on March 1 and September 1 in each year, commencing March 1, 2011 and will bear interest at the rates and on the dates as set forth in Exhibit A hereto. The purchase price for the 2010A Bonds shall be equal to \$[ ] (being the aggregate principal amount thereof [plus/less] [net] original issue [premium/discount] of \$[ ] and less an underwriters' discount of \$[ ]) (the "**2010A Purchase Price**"). The purchase price for the 2010B Bonds shall be equal to \$[ ] (being the aggregate principal amount thereof less an underwriters' discount of \$[ ]) (the "**2010B Purchase Price**"). The purchase price for the 2010C Bonds shall be equal to \$[ ] (being the aggregate principal amount thereof less an underwriters' discount of \$[ ]) (the "**2010C Purchase Price**"). The purchase price for the 2010D Bonds shall be equal to \$[ ] (being the aggregate principal amount thereof less an underwriters' discount of \$[ ]) (the "**2010D Purchase Price**," and collectively with the 2010A Purchase Price, the 2010B Purchase Price and the 2010C Purchase Price, the "**Purchase Price**").

**Section 2. The Bonds.** The Bonds shall be secured by revenues consisting primarily of base rental payments ("**Base Rental Payments**") to be paid by the City pursuant to the Sublease, dated as of February 1, 2006 (the "**Original Sublease**"), by and between the Authority and the City, as amended by the First Amendment to Sublease, dated as of November 1, 2010 (the "**First Amendment to Sublease**," and together with the Original Sublease, the "**Sublease**"), by and between the Authority and the City. The Authority's right to receive the Base Rental Payments due under the Sublease and to exercise remedies upon default under such Sublease shall be assigned to the Trustee for the benefit of the owners of the Bonds pursuant to the Indenture.

The Bonds shall be as described in, and shall be secured under and pursuant to the Indenture substantially in the form previously submitted to the Underwriters with only such changes therein as shall be mutually agreed upon by the Authority, the City and the Representative.

The proceeds of the Bonds shall be used: (a) to finance improvements to the Rose Bowl Stadium located in the City; (b) fund capitalized interest on a portion of the Bonds, (c) fund a reserve fund for the Bonds, and (d) pay for the costs of issuance of the Bonds.

The Bonds, this Purchase Agreement, the Authority's Joint Exercise of Powers Agreement, dated April 24, 2000 (the "**JPA Agreement**"), by and between the City and the Pasadena Community Development Commission, the Indenture, the Sublease, the Lease, dated as of February 1, 2006 (the "**Original Lease**"), by and between the City and the Authority, as amended by the First Amendment to Lease, dated as of November 1, 2010 (the "**First Amendment to Lease**," and together with the Original Lease, the "**Lease**"), by and between the City and the Authority, and the resolutions of the Authority authorizing the issuance of the Bonds and the execution and delivery of the Authority Documents (hereinafter defined) are collectively referred to herein as the "**Authority Documents**."

This Purchase Agreement, the Continuing Disclosure Certificate, dated as of the Closing Date (as hereinafter defined) and entered into by the City (the "**Continuing Disclosure Certificate**"), the Sublease, the Lease and the resolutions of the City authorizing the execution and delivery of the City Documents (hereinafter defined) are collectively referred to herein as the "**City Documents**."

**Section 3. Public Offering.** The Underwriters agree to make an initial public offering of all of the Bonds at the public offering prices (or yields) set forth in Exhibit A attached hereto and incorporated herein by reference. Subsequent to the initial public offering, the Underwriters reserve the right to change the public offering prices (or yields) as the Underwriters deem necessary in connection with the marketing of the Bonds; provided that the Underwriters shall not change the interest rates set forth in Exhibit A attached hereto. The Bonds may be offered and sold to certain dealers at prices lower than such initial public offering prices.

The City and the Authority acknowledge and agree that (i) the purchase and sale of the Bonds pursuant to this Purchase Agreement is an arm's-length commercial transaction between the City and the Authority and the Underwriters, (ii) in connection with such transaction, each Underwriters is acting solely as a principal and not as an agent or a fiduciary of the City or the Authority, (iii) the Underwriters have not assumed (individually or collectively) a fiduciary responsibility in favor of the City or the Authority with respect to the offering of the Bonds or the process leading thereto (whether or not any Underwriter, or any affiliate of an Underwriter, has advised or is currently advising the City or the Authority on other matters) or any other obligation to the City or the Authority except the obligations expressly set forth in this Purchase Agreement and (iv) the City and the Authority have consulted with their own legal and financial advisors to the extent it deemed appropriate in connection with the offering of the Bonds.

**Section 4. The Official Statement.** By its acceptance of this proposal, the Authority and the City ratify, confirm and approve of the use and distribution by the Underwriters prior to

the date hereof of the preliminary official statement relating to the Bonds dated November [ ], 2010 (including the cover page, all appendices and all information incorporated therein and any supplements or amendments thereto and as disseminated in its printed physical form or in electronic form in all respects materially consistent with such physical form, the "**Preliminary Official Statement**") that authorized officers of the City deemed "final" as of its date, for purposes of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934 ("**Rule 15c2-12**"), except for certain information permitted to be omitted therefrom by Rule 15c2-12. The Authority and the City hereby agree to deliver or cause to be delivered to the Underwriters, within seven (7) business days of the date hereof and no later than three (3) business days prior to the Closing Date, copies of the final official statement, dated the date hereof, relating to the Bonds (including all information previously permitted to have been omitted by Rule 15c2-12) the cover page, all appendices, all information incorporated therein and any amendments or supplements as have been approved by the Authority, the City and the Representative (the "**Official Statement**") in such quantity as the Underwriters shall reasonably request to comply with Section (b)(4) of Rule 15c2-12 and the rules of the Municipal Securities Rulemaking Board (the "**MSRB**").

The Underwriters hereby agree that they will not request that payment be made by any purchaser of the Bonds prior to delivery by the Underwriters to the purchaser of a copy of the Official Statement. The Underwriters agree: (a) to provide the Authority and the City with final pricing information on the Bonds on a timely basis; and (b) to promptly file a copy of the Official Statement, including any supplements prepared by the Authority or the City with the MSRB at <http://emma.msrb.org>. The Authority and the City hereby approve of the use and distribution by the Underwriters of the Official Statement in connection with the offer and sale of the Bonds. The Authority and the City will cooperate with the Underwriters in the filing by the Underwriters of the Official Statement with the MSRB.

**Section 5. Closing.** At 8:00 a.m., Pacific Standard Time, on November [ ], 2010 (the "**Closing Date**"), or at such other time or date as the Authority and the Underwriters agree upon, the Authority shall deliver or cause to be delivered to the Trustee, and the Trustee shall deliver or cause to be delivered to The Depository Trust Company, New York New York ("**DTC**"), the Bonds in definitive form, duly executed and authenticated. [Physical delivery of the Bonds shall be made to the Trustee, as agent of DTC under the Fast Automated Securities Transfer system, or as otherwise instructed by the Authority or the Trustee.] Concurrently with the delivery of the Bonds, the Authority and the City will deliver the documents hereinafter mentioned at the offices of Orrick Herrington & Sutcliffe LLP, Los Angeles, California ("**Bond Counsel**"), or another place to be mutually agreed upon by the Authority, the City and the Underwriters. The Underwriters will accept such delivery and pay the Purchase Price of the Bonds as set forth in Section 1 hereof by wire transfer in immediately available funds. This payment for and delivery of the Bonds, together with the delivery of the aforementioned documents, is herein called the "**Closing**."

The Current Interest 2010A Bonds, the 2010B Bonds, the 2010C Bonds and the 2010D Bonds shall be registered in the name of Cede & Co., as nominee of DTC in denominations of \$5,000 or any integral multiple thereof, and shall be made available to the Underwriters at least one business day before the Closing for purposes of inspection and packaging. The Capital Appreciation 2010A Bonds shall be registered in the name of Cede & Co., as nominee of DTC in

denominations of \$5,000 of the final accreted value thereof or any integral multiple thereof, and shall be made available to the Underwriters at least one business day before the Closing for purposes of inspection and packaging. The Authority and the City acknowledge that the services of DTC will be used initially by the Underwriters in order to permit the issuance of the Bonds in book-entry form, and agree to cooperate fully with the Underwriters in employing such services.

The Underwriters hereby agree to make a bona fide public offering of all Bonds at prices not in excess of the initial public offering prices (or yields) set forth on the inside cover pages of the Official Statement, reserving, however, the right to change such yields or prices after the initial public offering as the Underwriters shall deem necessary in connection with the offering of the Bonds. The Underwriters shall provide to the Authority and the City on the Closing Date a certificate setting forth the offering prices to the public of each maturity and interest rate of the Bonds at which a substantial amount of such maturities and interest rates were sold, such certificate to be in a form acceptable to Bond Counsel.

**Section 6. Representations, Warranties and Covenants of the Authority.** The Authority represents, warrants and covenants to the Underwriters and the City that:

(a) The Authority is a public body, duly organized and existing under the Constitution and laws of the State of California (the “*State*”), including the JPA Agreement and the Joint Exercise of Powers Act (Government Code Division 7, Chapter 5, Section 6500 et seq.) (the “*JPA Act*”).

(b) The Authority has full legal right, power and authority to adopt or enter into, as the case may be, and to carry out and consummate the transactions on its part contemplated by the Authority Documents.

(c) By all necessary official action, the Authority has duly adopted, authorized and approved the Authority Documents, has duly authorized and approved the Preliminary Official Statement, will, by execution thereof, duly authorize and approve the Official Statement, and has duly adopted or authorized and approved the execution and delivery of, and the performance by the Authority of the obligations on its part contained in, the Authority Documents and the consummation by it of all other transactions contemplated by the Authority Documents in connection with the issuance of the Bonds. As of the date hereof, such authorizations and approvals are in full force and effect and have not been amended, modified or rescinded. When executed and delivered, and assuming due execution and delivery by the other parties thereto, if applicable, the Authority Documents will constitute the legally valid and binding obligations of the Authority enforceable in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles relating to or affecting creditors’ rights generally, or by the exercise of judicial discretion and the limitations on legal remedies against joint powers authorities in the State. The Authority has complied, and will at the Closing be in compliance in all respects, with the terms of the Authority Documents.

(d) To the best of its knowledge, the Authority is not in any material respect in breach of or default under any applicable constitutional provision, law or

administrative regulation of any state or of the United States, or any agency or instrumentality of either, or any applicable judgment or decree, or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Authority is a party which breach or default has or may have an adverse effect on the ability of the Authority to perform its obligations under the Authority Documents, and no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute such a default or event of default under any such instrument; and the adoption, execution and delivery of the Authority Documents, if applicable, and compliance with the provisions on the Authority's part contained therein, will not conflict in any material way with or constitute a material breach of or a material default under any constitutional provision, law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Authority is a party, nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the Authority or under the terms of any such law, regulation or instrument, except as may be provided by the Authority Documents.

(e) To the best of its knowledge, all material authorizations, approvals, licenses, permits, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction of the matter which are required for the due authorization by, or which would constitute a condition precedent to or the absence of which would materially adversely affect the due performance by the Authority of its obligations in connection with the Authority Documents have been duly obtained or, when required for future performance, are expected to be obtained, other than such approvals, consents and orders as may be required under the Blue Sky or securities laws of any state in connection with the offering and sale of the Bonds; except as described in or contemplated by the Preliminary Official Statement and the Official Statement, all authorizations, approvals, licenses, permits, consents and orders of any governmental authority, board, agency or commission having jurisdiction of the matter which are required for the due authorization by, or which would constitute a condition precedent to or the absence of which would materially adversely affect the due performance by, the Authority of its obligations under the Authority Documents have been duly obtained.

(f) The Authority hereby agrees that it will notify the other parties hereto if, within the period from the date of this Purchase Agreement to and including the date 25 days following the end of the underwriting period (as defined herein), the Authority discovers any pre-existing or subsequent fact or becomes aware of the occurrence of any event, in any such case, which might cause the Official Statement (as the same may have then been supplemented or amended) to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(g) As of the time of acceptance hereof and the Closing, except as disclosed in the Preliminary Official Statement and the Official Statement, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, governmental authority, public board or body, pending, with service of process having

been accomplished, or threatened in writing to the Authority: (i) in any way questioning the corporate existence of the Authority or the titles of the officers of the Authority to their respective offices; (ii) affecting, contesting or seeking to prohibit, restrain or enjoin the issuance or delivery of any of the Bonds, or the payment or collection of Base Rental Payments with respect to the Sublease or any amounts pledged or to be pledged to pay the principal or accreted value of and interest on the Bonds, or in any way contesting or affecting the validity of the Bonds or the other Authority Documents or the consummation of the transactions contemplated thereby or hereby, or contesting the exclusion of the interest on the 2010A Bonds from taxation or contesting the powers of the Authority or its authority to issue the Bonds; (iii) which would be likely to result in any material adverse change relating to the business, operations or financial condition of the Authority; or (iv) contesting the completeness or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto or asserting that the Preliminary Official Statement or the Official Statement contained any untrue statement of a material fact or omitted to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(h) There is no basis for any action, suit, proceeding, inquiry or investigation of the nature described in paragraph (g) above.

(i) The information in the Preliminary Official Statement and the Official Statement set forth under the captions “INTRODUCTION—The Authority” and “THE AUTHORITY” did not and does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(j) The Authority will refrain from taking any action, or permitting any action to be taken, with regard to which the Authority may exercise control, that results in the loss of the tax-exempt status of the interest on the 2010A Bonds.

(k) The Authority will refrain from taking any action, or permitting any action to be taken, with regard to which the Authority may exercise control, that results in the loss of the subsidy to be received from the United States Treasury with respect to the 200B Bonds and the 2010D Bonds.

(l) The Authority will refrain from taking any action, or permitting any action to be taken, to reduce the amount of the Base Rental Payments while the Bonds are Outstanding, and the Authority will collect the Base Rental Payments in accordance with the Sublease.

(m) Any certificate signed by any officer of the Authority authorized to execute such certificate in connection with the execution, sale and delivery of the Bonds and delivered to the Underwriters shall be deemed a representation and warranty of the Authority to the Underwriters and the City as to the statements made therein but not of the person signing such certificate.

**Section 7. Representations, Warranties and Covenants of the City.** The City represents, warrants and covenants to the Underwriters and the Authority that:

(a) The City is a municipal corporation duly organized and existing under and by virtue of the laws of the State.

(b) The City has full legal right, power and authority to adopt or enter into, as the case may be, and to carry out and consummate the transactions on its part contemplated by the City Documents.

(c) By all necessary official action, the City has duly adopted, authorized and approved the City Documents, has duly authorized and approved the Preliminary Official Statement and the Official Statement, and has duly adopted or authorized and approved the execution and delivery of, and the performance by the City of the obligations on its part contained in, the City Documents and the consummation by it of all other transactions contemplated by the City Documents in connection with the issuance of the Bonds. As of the date hereof, such authorizations and approvals are in full force and effect and have not been amended, modified or rescinded. When executed and delivered, and assuming due execution and delivery by the other parties thereto, if applicable, the City Documents will constitute the legally valid and binding obligations of the City enforceable in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles relating to or affecting creditors' rights generally, or by the exercise of judicial discretion and the limitations on legal remedies against municipal corporations in the State. The City has complied, and will at the Closing be in compliance in all respects, with the terms of the City Documents.

(d) To the best of its knowledge, the City is not in any material respect in breach of or default under any applicable constitutional provision, law or administrative regulation of any state or of the United States, or any agency or instrumentality of either, or any applicable judgment or decree, or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the City is a party which breach or default has or may have an adverse effect on the ability of the City to perform its obligations under the City Documents, and no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute such a default or event of default under any such instrument; and the adoption, execution and delivery of the City Documents, if applicable, and compliance with the provisions on the City's part contained therein, will not conflict in any material way with or constitute a material breach of or a material default under any constitutional provision, law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the City is a party nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the City or under the terms of any such law, regulation or instrument, except as may be provided by the City Documents.



(e) To the best of its knowledge, all material authorizations, approvals, licenses, permits, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction of the matter which are required for the due authorization by, or which would constitute a condition precedent to or the absence of which would materially adversely affect the due performance by the City of its obligations in connection with the City Documents have been duly obtained or, when required for future performance, are expected to be obtained, other than such approvals, consents and orders as may be required under the Blue Sky or securities laws of any state in connection with the offering and sale of the Bonds; except as described in or contemplated by the Preliminary Official Statement, all authorizations, approvals, licenses, permits, consents and orders of any governmental authority, board, agency or commission having jurisdiction of the matter which are required for the due authorization by, or which would constitute a condition precedent to or the absence of which would materially adversely affect the due performance by, the City of its obligations under the City Documents have been duly obtained.

(f) The Preliminary Official Statement was as of its date, and the Official Statement is, and at all times subsequent to the date of the Official Statement up to and including the Closing will be, true and correct in all material respects, and the Preliminary Official Statement and the Official Statement do not and will not contain and up to and including the Closing will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in the light of the circumstances under which they were made, not misleading (except that this representation does not include information regarding DTC and its book-entry-only system, information under the caption "UNDERWRITING," CUSIP numbers, prices and yields for the Bonds and any other information provided by the Underwriters, as to which no view is expressed).

(g) The City will advise the Representative promptly of any proposal to amend or supplement the Official Statement and will not effect or consent to any such amendment or supplement without the consent of the Representative, which consent will not be unreasonably withheld. The City will advise the Representative promptly of the institution of any proceedings known to it by any governmental authority prohibiting or otherwise affecting the use of the Official Statement in connection with the offering, sale or distribution of the Bonds.

(h) As of the time of acceptance hereof and the Closing, except as disclosed in the Official Statement, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, governmental authority, public board or body, pending, with service of process having been accomplished, or threatened in writing to the City: (i) in any way questioning the corporate existence of the City or the titles of the officers of the City to their respective offices; (ii) affecting, contesting or seeking to prohibit, restrain or enjoin the issuance or delivery of any of the Bonds, or the payment or collection of Base Rental Payments with respect to the Sublease or of any amounts pledged or to be pledged to pay the principal or accreted value of and interest on the Bonds, or in any way contesting or affecting the validity of the Bonds, or the City Documents or the consummation of the transactions contemplated thereby or hereby, or

contesting the exclusion of the interest on the 2010A Bonds from taxation, or contesting the powers of the Authority to issue the Bonds; (iii) which would be likely to result in any material adverse change relating to the business, operations or financial condition of the City; and (iv) contesting the completeness or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto or asserting that the Preliminary Official Statement or the Official Statement contained any untrue statement of a material fact or omitted to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(i) There is no basis for any action, suit, proceeding, inquiry or investigation of the nature described in (i) through (iv) of paragraph h above.

(j) Until the date which is 25 days after the “end of the underwriting period” (as hereinafter defined), if any event shall occur of which the City is aware that would cause the Official Statement to contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements in the Official Statement, in light of the circumstances under which they were made, not misleading, the City shall forthwith notify the Representative of any such event of which it has knowledge and shall cooperate fully in furnishing any information available to it for any supplement to the Official Statement necessary, in the Representative’s reasonable opinion, so that the statements therein as so supplemented will not be misleading in light of the circumstances existing at such time and the City shall promptly furnish to the Underwriters a reasonable number of copies of such supplement. As used herein, the term “**end of the underwriting period**” means the later of such time as: (i) the Authority delivers the Bonds to the Underwriters; or (ii) the Underwriters do not retain, directly or as a member of an underwriting syndicate, an unsold balance of the Bonds for sale to the public. Unless the Representative gives notice to the contrary, the “end of the underwriting period” shall be deemed to be the Closing Date. Any notice delivered pursuant to this provision shall be written notice delivered by the Representative at or prior to the Closing Date of the Bonds and shall specify a date (other than the Closing Date) to be deemed the “end of the underwriting period.”

(k) Except as disclosed in the Preliminary Official Statement and the Official Statement, the City has not within the last five years failed to comply in any material respect with any continuing disclosure undertakings with regard to Rule 15c2-12, to provide annual reports or notices of material events specified in such rule.

(l) The City will refrain from taking any action, or permitting any action to be taken, with regard to which the City may exercise control, that results in the loss of the tax-exempt status of the interest on the 2010A Bonds.

(m) The City will refrain from taking any action, or permitting any action to be taken, with regard to which the City may exercise control, that results in the loss of the subsidy to be received from the United States Treasury with respect to the 2010B Bonds and the 2010D Bonds.

(n) The financial statements relating to the receipts, expenditures and cash balances of the City as of June 30, 2009 attached as Appendix B to the Official Statement fairly represent the receipts, expenditures and cash balances of the City. Except as disclosed in the Official Statement or otherwise disclosed in writing to the Underwriters, there has not been any materially adverse change in the financial condition of the City or in its operations since June 30, 2009 and there has been no occurrence, circumstance or combination thereof which is reasonably expected to result in any such materially adverse change.

(o) To the extent required by law, the City will undertake, pursuant to the Continuing Disclosure Certificate and the other City Documents, to provide annual reports and notices of certain events, if material. A description of this undertaking is set forth in Appendix E to the Preliminary Official Statement and also will be set forth in the Official Statement.

(p) The City will refrain from taking any action, or permitting any action to be taken, to reduce the amount of the Base Rental Payments while the Bonds are Outstanding, and the City will pay the Base Rental Payments in accordance with the Sublease.

(q) Any certificate signed by any officer of the City authorized to execute such certificate in connection with the execution, sale and delivery of the Bonds and delivered to the Underwriters shall be deemed a representation and warranty of the City to the Underwriter and the Authority as to the statements made therein but not of the person signing such certificate.

**Section 8. Conditions to the Obligations of the Underwriters.** The Underwriters have entered into this Purchase Agreement in reliance upon the representations and warranties of the Authority and the City contained herein. The obligations of the Underwriters to accept delivery of and pay for the Bonds on the Closing Date shall be subject, at the option of the Underwriters, to the accuracy in all material respects of the statements of the officers and other officials of the Authority and of the City, as well as authorized representatives of Bond Counsel and the Trustee made in any Bonds or other documents furnished pursuant to the provisions hereof; to the performance by the Authority and the City of their obligations to be performed hereunder at or prior to the Closing Date; and to the following additional conditions:

(a) The representations, warranties and covenants of the City and the Authority contained herein shall be true, complete and correct at the date hereof and at the time of the Closing, as if made on the Closing Date.

(b) At the time of Closing, the City Documents and the Authority Documents shall be in full force and effect as valid and binding agreements between or among the various parties thereto, and the City Documents, the Authority Documents and the Official Statement shall not have been amended, modified or supplemented except as may have been agreed to in writing by the Representative.

(c) At the time of the Closing, no default shall have occurred or be existing under the City Documents, Authority Documents, or any other agreement or document pursuant to which any of the City's financial obligations were executed and delivered, and the City shall not be in default in the payment of principal or accreted value or interest with respect to any of its financial obligations, which default would adversely impact the ability of the City to pay the Base Rental Payments.

(d) In recognition of the desire of the Authority, the City and the Underwriters to effect a successful public offering of the Bonds, and in view of the potential adverse impact of any of the following events on such a public offering, this Purchase Agreement shall be subject to termination in the absolute discretion of the Underwriters by notification, in writing, to the Authority and the City prior to delivery of and payment for the Bonds, if at any time prior to such time, regardless of whether any of the following statements of fact were in existence or known of on the date of this Purchase Agreement:

(i) any event shall occur which makes untrue any statement or results in an omission to state a material fact necessary to make the statements in the Official Statement, in the light of the circumstances under which they were made, not misleading, which event, in the reasonable opinion of the Representative would materially or adversely affect the ability of the Underwriters to market the Bonds; or

(ii) the marketability of the Bonds or the market price thereof, in the opinion of the Representative, has been materially adversely affected by an amendment to the Constitution of the United States or by any legislation in or by the Congress of the United States or by the State, or the amendment of legislation pending as of the date of this Purchase Agreement in the Congress of the United States, or the recommendation to Congress or endorsement for passage (by press release, other form of notice or otherwise) of legislation by the President of the United States, the Treasury Department of the United States, the Internal Revenue Service or the Chairman or ranking minority member of the Committee on Finance of the United States Senate or the Committee on Ways and Means of the United States House of Representatives, or the proposal for consideration of legislation by either such Committee or by any member thereof, or the presentment of legislation for consideration as an option by either such Committee, or by the staff of the Joint Committee on Taxation of the Congress of the United States, or the favorable reporting for passage of legislation to either House of the Congress of the United States by a Committee of such House to which such legislation has been referred for consideration, or any decision of any federal or state court or any ruling or regulation (final, temporary or proposed) or official statement on behalf of the United States Treasury Department, the Internal Revenue Service or other federal or State authority affecting the federal or State tax status of the Authority or the City, or the interest on or with respect to bonds or notes (including the federal tax status of the interest on the 2010A Bonds and the State tax status of the interest on all of the Bonds); or

(iii) any legislation, ordinance, rule or regulation shall be introduced in, or be enacted by any governmental body, department or authority of the State, or a decision by any court of competent jurisdiction within the State shall be rendered which materially adversely affects the market price of the Bonds; or

(iv) an order, decree or injunction issued by any court of competent jurisdiction, or order, ruling, regulation (final, temporary or proposed), official statement or other form of notice or communication issued or made by or on behalf of the Securities and Exchange Commission, or any other governmental Authority having jurisdiction of the subject matter, to the effect that: (A) obligations of the general character of the Bonds, or the Bonds, including any or all underlying arrangements, are not exempt from registration under the Securities Act of 1933, as amended, or that the Indenture is not exempt from qualification under the Trust Indenture Act of 1939, as amended; or (B) the issuance, offering or sale of obligations of the general character of the Bonds, or the issuance, offering or sale of the Bonds, including any or all underlying obligations, as contemplated hereby or by the Official Statement, is or would be in violation of the federal securities laws as amended and then in effect; or

(v) legislation shall be enacted by the Congress of the United States, or a decision by a court of the United States shall be rendered, to the effect that obligations of the general character of the Bonds, or the Bonds are not exempt from registration under or other requirements of the Securities Act of 1933, as amended and as then in effect, or the Securities Exchange Act of 1934, as amended and as then in effect, or that the Indenture is not exempt from qualification under or other requirements of the Trust Indenture Act of 1939, as amended and as then in effect; or

(vi) additional material restrictions not in force as of the date hereof shall have been imposed upon trading in securities generally by any domestic governmental authority or by any domestic national securities exchange, which are material to the marketability of the Bonds; or

(vii) a general banking moratorium shall have been declared by federal, State or New York authorities, or the general suspension of trading on any national securities exchange; or

(viii) there shall have occurred any outbreak or escalation of hostilities, declaration by the United States of a national emergency or war or other calamity or crisis the effect of which on financial markets is materially adverse such as to make it, in the sole judgment of the Representative, impractical or inadvisable to proceed with the purchase or delivery of the Bonds as contemplated by the Official Statement (exclusive of any amendment or supplement thereto); or

(ix) any rating of the Bonds or the rating of any obligations of the City secured by the City's general fund shall have been downgraded or withdrawn by a

national rating service, which, in the opinion of the Underwriter, materially adversely affects the market price of the Bonds; or

(x) the commencement of any action, suit or proceeding described in Section 6(h) hereof or Section 7(i) hereof.

(e) At or prior to the Closing, the Underwriters shall receive the following documents, in each case to the reasonable satisfaction in form and substance of the Representative and Kutak Rock LLP, counsel to the Underwriters (“**Underwriters’ Counsel**”):

(i) all resolutions relating to the Bonds adopted by the Authority and certified by an authorized official of the Authority authorizing the execution and delivery of the Bonds and the Authority Documents;

(ii) all resolutions relating to the Bonds adopted by the City and certified by an authorized official of the City authorizing the execution and delivery of the City Documents and the delivery of the Bonds and the Official Statement;

(iii) the City Documents and the Authority Documents duly executed and delivered by the respective parties thereto, with only such amendments, modifications or supplements as may have been agreed to in writing by the Representative;

(iv) the approving opinion of Bond Counsel dated the Closing Date and addressed to the Authority and the City, in substantially the form attached as Appendix F to the Official Statement, and a reliance letter thereon addressed to the Underwriters;

(v) a supplemental opinion of Bond Counsel dated the Closing Date and addressed to the Underwriters, to the effect that:

(A) the statements on the cover of the Official Statement and in the Official Statement under the captions “THE 2010 BONDS,” “SECURITY AND SOURCES OF PAYMENT FOR THE 2010 BONDS” and “TAX MATTERS,” and in “APPENDIX D—SUMMARY OF PRINCIPAL LEGAL DOCUMENTS” and “APPENDIX F—FORM OF OPINION OF BOND COUNSEL,” excluding any material that may be treated as included under such captions and appendices by any cross-reference, insofar as such statements expressly summarize provisions of the City Documents, the Authority Documents and Bond Counsel’s final opinion concerning certain federal tax matters relating to the 2010A Bonds, are accurate in all material respects as of the Closing Date; provided that Bond Counsel need not express any opinion with respect to any financial or statistical data contained therein or with respect to the book-entry system in which the Bonds are initially delivered;

(B) the Purchase Agreement has been duly authorized, executed and delivered by the City and the Authority and is the valid, legal and binding agreement of the City and the Authority, enforceable in accordance with its terms, except that the rights and obligations under the Purchase Agreement are subject to bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and other similar laws affecting creditors' rights, to the application of equitable principles if equitable remedies are sought, to the exercise of judicial discretion in appropriate cases and to limitations on legal remedies against public agencies in the State; and provided that no opinion is expressed with respect to any indemnification or contribution provisions contained therein; and

(C) the Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Indenture is exempt from qualification under the Trust Indenture Act of 1939, as amended;

(vi) the Official Statement, executed by the Authority, and the Preliminary Official Statement;

(vii) evidence that the ratings on the Bonds are as described in the Official Statement;

(viii) a certificate, dated the Closing Date, signed by a duly authorized officer of the Authority satisfactory in form and substance to the Representative and Underwriters' Counsel to the effect that: (A) the representations, warranties and covenants of the Authority contained in this Purchase Agreement are true and correct in all material respects on and as of the Closing Date with the same effect as if made on the Closing Date by the Authority, and the Authority has complied with all of the terms and conditions of this Purchase Agreement required to be complied with by the Authority at or prior to the Closing Date; (B) to the best of such officer's knowledge, no event affecting the Authority has occurred since the date of the Official Statement which should be disclosed in the Official Statement for the purposes for which it is to be used or which is necessary to disclose therein in order to make the statements and information therein not misleading in any material respect; (C) the information and statements contained in the Official Statement set forth under the captions "INTRODUCTION—The Authority" and "THE AUTHORITY" did not as of the date of the Official Statement and do not as of the Closing contain an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading in any material respect; and (D) to the best of its knowledge after reasonable investigation, the Authority is not in breach of or default under any applicable law or administrative regulation of the State or the United States or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Authority is a party or is otherwise subject, which would have a material adverse impact on the Authority's ability to perform its obligations under the Authority Documents, and no event has occurred and is

continuing which, with the passage of time or the giving of notice, or both, would constitute a default or an event of default under any such instrument;

(ix) a certificate, dated the Closing Date, signed by a duly authorized officer of the City satisfactory in form and substance to the Representative and Underwriters' Counsel to the effect that: (A) the representations, warranties and covenants of the City contained in this Purchase Agreement are true and correct in all material respects on and as of the Closing Date with the same effect as if made on the Closing Date by the City, and the City has complied with all of the terms and conditions of the Purchase Agreement required to be complied with by the City at or prior to the Closing Date; (B) to the best of such officer's knowledge, no event affecting the City has occurred since the date of the Official Statement which should be disclosed in the Official Statement for the purposes for which it is to be used or which is necessary to disclose therein in order to make the statements and information therein not misleading in any material respect; (C) the information and statements contained in the Official Statement (other than information regarding DTC and its book-entry-only system, information under the caption "UNDERWRITING," CUSIP numbers, prices and yields for the Bonds and any other information provided by the Underwriters, as to which no view need be expressed) did not as of its date and do not as of the Closing contain an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading in any material respect; and (D) to the best of its knowledge after reasonable investigation, the City is not in breach of or default under any applicable law or administrative regulation of the State or the United States or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement (including but not limited to the Sublease) or other instrument to which the City is a party or is otherwise subject, which would have a material adverse impact on the City's ability to perform its obligations under the City Documents, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or an event of default under any such instrument;

(x) an opinion dated the Closing Date and addressed to the Underwriters and Bond Counsel, of the City Attorney of the City of Pasadena, as counsel to the Authority, to the effect that:

(A) the Authority is a public body, organized and existing under the constitution and laws of the State, including the JPA Act and the JPA Agreement;

(B) the resolutions relating to the Bonds adopted by the Authority and certified by an authorized official of the Authority authorizing the execution and delivery of the Bonds, the Authority Documents and the Official Statement have been duly adopted, and are in full force and effect and have not been modified, amended, rescinded or repealed since the date of their adoption;



(C) the Authority Documents have been duly authorized, executed and delivered by the Authority and constitute valid, legal and binding agreements of the Authority enforceable in accordance with their respective terms;

(D) except as otherwise disclosed in the Official Statement and to the best knowledge of such counsel after due inquiry, there is no litigation, proceeding, action, suit, or investigation at law or in equity before or by any court, governmental authority or body, pending, with service of process having been accomplished, or threatened in writing against the Authority, challenging the creation, organization or existence of the Authority, or the validity of the Authority Documents or seeking to restrain or enjoin the collection of Base Rental Payments with respect to the Sublease or the repayment of the Bonds or in any way contesting or affecting the validity of the Authority Documents or contesting the authority of the Authority to enter into or perform its obligations under any of the Authority Documents;

(E) the execution and delivery of the Authority Documents and the issuance of the Bonds and compliance with the provisions thereof, do not and will not in any material respect conflict with or constitute on the part of the Authority a breach of or default under any agreement or other instrument to which the Authority is a party or by which it is bound or any existing law, regulation, court order or consent decree to which the Authority is subject, which breach or default has or may have a material adverse effect on the ability of the Authority to perform its obligations under the Authority Documents;

(F) no authorization, approval, consent, or other order of the State or any other governmental body within the State is required for the valid authorization, execution and delivery of the Authority Documents or the Official Statement by the Authority or the consummation by the Authority of the transactions on its part contemplated therein, except such as have been obtained and except such as may be required under state securities or Blue Sky laws in connection with the purchase and distribution of the Bonds by the Underwriters; and

(G) based on the information made available to such counsel in its role as counsel to the Authority, and without having undertaken to determine independently or assume any responsibility for the accuracy, completeness or fairness of the statements contained in the Official Statement under the caption entitled "THE AUTHORITY," nothing has come to its attention which would lead it to believe that the statements contained in the above referenced caption as of the date of the Official Statement and as of the Closing Date (excluding therefrom the financial and statistical data and forecasts included therein, as to which no opinion is expressed) contained or contains any untrue statement of a material fact

or omitted or omits to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(xi) an opinion dated the Closing Date and addressed to the Underwriters and Bond Counsel, of the City Attorney of the City of Pasadena, to the effect that:

(A) the City is a municipal corporation, duly organized and existing under and by virtue of the laws of the State;

(B) the resolutions relating to the Bonds adopted by the City and certified by an authorized official of the City authorizing the execution and delivery of the Bonds, the City Documents and the Official Statement have been duly adopted and are in full force and effect and have not been modified, amended, rescinded or repealed since the respective dates of their adoption;

(C) the City Documents have been duly authorized, executed and delivered by the City and, assuming due authorization, execution and delivery by the other parties thereto, if applicable, constitute the valid, legal and binding agreements of the City enforceable in accordance with their respective terms;

(D) based on the information made available to the City Attorney, and without having undertaken to determine independently or assume any responsibility for the accuracy, completeness or fairness of the statements contained in the Official Statement, nothing has come to its attention which would lead it to believe that the Official Statement as of its date and as of the Closing Date (excluding therefrom financial statements and other statistical data, information regarding DTC and its book-entry-only system, information under the caption "UNDERWRITING," CUSIP numbers, prices and yields for the Bonds and any other information provided by the Underwriters, as to which no view need be expressed), contained or contains any untrue statement of a material fact or omitted or omits to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(E) except as otherwise disclosed in the Official Statement and to the best knowledge of such counsel after due inquiry, there is no litigation, proceeding, action, suit, or investigation at law or in equity before or by any court, governmental authority or body, pending, with service of process having been accomplished, or threatened in writing against the City, challenging the creation, organization or existence of the City, or the validity of the City Documents or seeking to restrain or enjoin the payment of the Base Rental Payments or the repayment of the Bonds

or in any way contesting or affecting the validity of the City Documents or contesting the authority of the City to enter into or perform its obligations under any of the City Documents, or which, in any manner, questions the right of the City to pay the Base Rental Payments under the Sublease;

(F) except as otherwise disclosed in the Official Statement, there are no outstanding bonds, notes or other obligations of the City which are payable from the Base Rental Payments;

(G) the execution and delivery of the City Documents and compliance with the provisions thereof, do not and will not in any material respect conflict with or constitute on the part of the City a breach of or default under any agreement or other instrument to which the City is a party or by which it is bound or any existing law, regulation, court order or consent decree to which the City is subject, which breach or default has or may have a material adverse effect on the ability of the City to perform its obligations under the City Documents; and

(H) no authorization, approval, consent, or other order of the State or any other governmental body within the State is required for the valid authorization, execution and delivery of the City Documents or the consummation by the City of the transactions on its part contemplated therein, except such as have been obtained and except such as may be required under state securities or Blue Sky laws in connection with the purchase and distribution of the Bonds by the Underwriter;

(xii) an opinion of Orrick Herrington & Sutcliffe LLP as Disclosure Counsel to the City, dated the Closing Date and addressed to the Underwriters, to the effect that, based on the information made available to it in its role as Disclosure Counsel, without having undertaken to determine independently the accuracy, completeness or fairness of the statements contained in the Official Statement, but on the basis of their participation in conferences with the Underwriter, Underwriter's Counsel, the City, the City Attorney and others, and their examination of certain documents, no information has come to the attention of the attorneys in the firm rendering legal services in connection with the issuance of the Bonds which would lead them to believe that the Official Statement as of its date and as of the Closing Date contained any untrue statement of a material fact or omitted to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading (except that no opinion or belief need be expressed as to any financial, statistical and demographic data or forecasts, numbers, charts, estimates, projections, assumptions or expressions of opinion, the engineer's report, and information regarding DTC and its book-entry-only system contained in the Official Statement);

(xiii) an opinion of Underwriters' Counsel, addressed to the Underwriters, in form and substance satisfactory to the Representative;

(xiv) an opinion of counsel to the Trustee, addressed to the Underwriters and dated the Closing Date, in form and substance satisfactory to the Representative, Underwriters' Counsel and Bond Counsel;

(xv) a certificate, dated the Closing Date, signed by a duly authorized official of the Trustee in form and substance satisfactory to the Representative and Underwriters' Counsel;

(xvi) the preliminary and final Statement of Sale required to be delivered to the California Debt and Investment Advisory Commission pursuant to Section 53583 of the Government Code and Section 8855(g) of the Government Code;

(xvii) a copy of the executed Blanket Issuer Letter of Representations by and between the City and DTC relating to the book-entry system, and a copy of the Operational Arrangements Letter of Representations executed by the Trustee;

(xviii) the tax and nonarbitrage certificate of the City with respect to the 2010A Bonds in form and substance to the reasonable satisfaction of Bond Counsel, the Representative and Underwriters' Counsel;

(xix) the tax and nonarbitrage certificate of the City with respect to the 2010B Bonds and the 2010D Bonds in form and substance to the reasonable satisfaction of Bond Counsel, the Representative and Underwriters' Counsel;

(xx) a certificate, dated the date of the Preliminary Official Statement, of the City, as required under Rule 15c2-12;

(xxi) a certificate, dated the date of the Preliminary Official Statement, of the Authority, as required under Rule 15c2-12;

(xxii) certified copies of the JPA Agreement and all amendments thereto and related certificates issued by the Secretary of State of the State;

(xxiii) a certified copy of the general resolution of the Trustee authorizing the execution and delivery of certain documents by certain officers of the Trustee, which resolution authorizes the execution and delivery of the Indenture and the authentication and delivery of the Bonds by the Trustee;

(xxiv) the consent of Bank of America, as required by the reimbursement agreement between the Authority and Bank of America with respect to the Authority's Variable Rate Demand Lease Revenue Bonds (Rose Bowl Refinancing and Improvement Projects), Series 2006;

(xxv) [an executed copy of the agreement between the Rose Bowl Operating Company ("**RBOC**") and the Tournament of Roses ("**TOR**"), duly executed and delivered in connection with the issuance of the Bonds;]

(xxvi) [an opinion counsel to RBOC, addressed to the City, the Authority and the Underwriters, in form and substance satisfactory to the Representative, with respect to the agreement between RBOC and TOR;]

(xxvii) [an opinion counsel to TOR, addressed to the City, the Authority and the Underwriters, in form and substance satisfactory to the Representative, with respect to the agreement between RBOC and TOR;]

(xxviii)[an executed copy of the agreement between the RBOC and the University of California, Los Angeles (“UCLA”), duly executed and delivered in connection with the issuance of the Bonds;]

(xxix) [an opinion counsel to RBOC, addressed to the City, the Authority and the Underwriters, in form and substance satisfactory to the Representative, with respect to the agreement between RBOC and UCLA;]

(xxx) [an opinion counsel to UCLA, addressed to the City, the Authority and the Underwriters, in form and substance satisfactory to the Representative, with respect to the agreement between RBOC and UCLA; and]

(xxxi) such additional legal opinions, proceedings, instruments or other documents as Bond Counsel, the Representative or Underwriters’ Counsel may reasonably request.

**Section 9. Changes in Official Statement.** After the Closing, neither the Authority nor the City will adopt any amendment of or supplement to the Official Statement to which the Representative shall reasonably object in writing. Within 90 days after the Closing or within 25 days following the “end of the underwriting period” (as defined in Rule 15c2-12), whichever occurs first, if any event relating to or affecting the Bonds, the Trustee, the City or the Authority shall occur as a result of which it is necessary, in the opinion of the Representative, to amend or supplement the Official Statement in order to make the Official Statement not misleading in any material respect in the light of the circumstances existing at the time it is delivered to a purchaser, the Authority will forthwith prepare and furnish to the Underwriters an amendment or supplement that will amend or supplement the Official Statement so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances existing at the time the Official Statement is delivered to purchaser, not misleading. The City and the Authority shall cooperate with the Underwriters in the filing by the Underwriters of such amendment or supplement to the Official Statement with the MSRB. The Representative acknowledges that the “end of the underwriting period” will be the Closing Date.

**Section 10. Expenses.** Whether or not the transactions contemplated by this Purchase Agreement are consummated, the Underwriters shall be under no obligation to pay, and the Authority shall pay only from the proceeds of the Bonds, but only as the Authority and such other party providing such services may agree, all expenses and costs of the Authority and the City incident to the performance of their obligations in connection with the authorization, execution, sale and delivery of the Bonds to the Underwriters, including, without limitation,

printing costs, rating agency fees and charges, initial fees of the Trustee, including fees and disbursements of their counsel, if any, fees and disbursements of Bond Counsel, Disclosure Counsel and other professional advisors employed by the Authority or the City, costs of preparation, printing, signing, transportation, delivery and safekeeping of the Bonds and for expenses (included in the expense component of the spread) incurred by the Underwriters on behalf of City's employees which are incidental to implementing this Purchase Agreement, including, but not limited to, meals, transportation, lodging, and entertainment of those employees. The Underwriters shall pay all out-of-pocket expenses of the Underwriters, including, without limitation, the fees and expenses of Underwriters' Counsel, advertising expenses, the California Debt and Investment Advisory Commission fee, CUSIP Services Bureau charges, regulatory fees imposed on new securities issuers and any and all other expenses incurred by the Underwriters in connection with the public offering and distribution of the Bonds.

**Section 11. Notices.** Any notice or other communication to be given to the Underwriter under this Purchase Agreement may be given by delivering the same in writing to BMO Capital Markets GKST Inc., One Market Plaza, Spear Tower, Suite 1515, San Francisco, California 94105, Attention: Jeff Holt. All notices or communications hereunder by any party shall be given and served upon each other party. Any notice or communication to be given the Authority under this Purchase Agreement may be given by delivering the same in writing to the Pasadena Public Financing Authority, c/o City of Pasadena, 117 East Colorado Boulevard, 5<sup>th</sup> Floor, Pasadena, CA 91105, Attention: Director of Finance. Any notice or communication to be given the City under this Purchase Agreement may be given by delivering the same in writing to the City of Pasadena, 117 East Colorado Boulevard, 5<sup>th</sup> Floor, Pasadena, CA 91105, Attention: Director of Finance.

**Section 12. Parties in Interest.** This Purchase Agreement is made solely for the benefit of the Authority, the City and the Underwriters (including the successors or assigns thereof) and no other person shall acquire or have any right hereunder or by virtue hereof. All representations, warranties and agreements of the Authority and the City in this Purchase Agreement shall remain operative and in full force and effect regardless of any investigation made by or on behalf of the Underwriters and shall survive the delivery of and payment for the Bonds.

**Section 13. Severability.** In case any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof.

**Section 14. Counterparts.** This Purchase Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

[Remainder of page intentionally left blank]

**Section 15. Governing Law.** This Purchase Agreement shall be governed by the laws of the State.

BMO CAPITAL MARKETS GKST INC., as  
Representative of the Underwriters

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

Accepted as of the date first stated above:

CITY OF PASADENA

By \_\_\_\_\_  
City Manager

PASADENA PUBLIC FINANCING AUTHORITY

By \_\_\_\_\_  
Executive Director

**EXHIBIT A**

**TERMS OF THE BONDS**

**Terms of 2010A Current Interest Bonds**

**Maturity Schedule of 2010A Current Interest Bonds**

\$[\_\_\_\_\_]  
Pasadena Public Financing Authority  
Lease Revenue Bonds  
(Rose Bowl Renovation Project)  
Series 2010A  
(Tax-Exempt)  
(Current Interest Bonds)

<b>Maturity Date (March 1)</b>	<b>Principal Amount</b>	<b>Interest Rates</b>	<b>Yield</b>	<b>Price</b>
------------------------------------	-----------------------------	---------------------------	--------------	--------------

<sup>c</sup> Priced to the par call date of March [\_\_\_], 20[\_\_\_].

\* Term Bonds; subject to mandatory sinking fund redemption

**Optional Redemption of 2010A Current Interest Bonds.** The 2010A Current Interest Bonds maturing on or before March 1, 20[\_\_\_] are not subject to redemption prior to their respective stated maturity dates. The 2010A Current Interest Bonds maturing on or after March 1, 20[\_\_\_] are subject to redemption prior to their respective stated maturity dates, at the option of the Authority from lawfully available funds as a whole or in part (in such order of maturities as shall be designated by the Authority and by lot within a maturity) on any date on or after March 1, 20[\_\_\_] at the redemption price of 100% of the principal amount of the 2010A Current Interest



Bonds called for redemption, together with interest accrued thereon to the date fixed for redemption, without premium.

**Mandatory Sinking Fund Redemption of 2010A Current Interest Bonds.**

[to come]

**Terms of 2010A Capital Appreciation Bonds**

**Maturity Schedule of 2010A Capital Appreciation Bonds**

\$[ \_\_\_\_\_ ]  
Pasadena Public Financing Authority  
Lease Revenue Bonds  
(Rose Bowl Renovation Project)  
Series 2010A  
(Tax-Exempt)  
(Current Interest Bonds)  
(Capital Appreciation Bonds)

<u>Maturity Date</u> (March 1)	<u>Initial</u> <u>Amount</u>	<u>Yield</u>	<u>Initial Amount per</u> <u>\$5,000 Final</u> <u>Compounded</u> <u>Amount at</u> <u>Maturity Date</u>	<u>Final</u> <u>Compounded</u> <u>Amount at</u> <u>Maturity Date</u>
-----------------------------------	---------------------------------	--------------	--	---

**No Optional Redemption of 2010A Capital Appreciation Bonds.** The 2010A Capital Appreciation Bonds shall not be subject to optional redemption prior to maturity.

**Accreted Value Table for 2010A Capital Appreciation Bonds**

[to come]

**Terms of 2010B Bonds**

**Maturity Schedule of 2010B Bonds**

\$[PARB]  
Pasadena Public Financing Authority  
Lease Revenue Bonds  
(Rose Bowl Renovation Project)  
Series 2010B  
(Taxable-Build America Bonds)

<u>Maturity Date</u> (March 1)	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rates</u>	<u>Price</u>
-----------------------------------	-----------------------------------	---------------------------------	--------------

<sup>\*</sup> Term Bonds; subject to mandatory sinking fund redemption

**Optional Redemption of 2010B Bonds.** [to come]

**Extraordinary Optional Redemption of 2010B Bonds.** [to come]

**Mandatory Sinking Fund Redemption of 2010B Bonds.**

[to come]

**Terms of 2010C Bonds**

**Maturity Schedule of 2010C Bonds**

\$[PARC]  
Pasadena Public Financing Authority  
Lease Revenue Bonds  
(Rose Bowl Renovation Project)  
Series 2010C  
(Taxable)

<b>Maturity Date (March 1)</b>	<b>Principal Amount</b>	<b>Interest Rates</b>	<b>Price</b>
------------------------------------	-----------------------------	---------------------------	--------------

\* Term Bonds; subject to mandatory sinking fund redemption

**Optional Redemption of 2010C Bonds.** [to come]

**Mandatory Sinking Fund Redemption of 2010C Bonds.**

[to come]

**Terms of 2010D Bonds**

**Maturity Schedule of 2010D Bonds**

\$[PARD]  
Pasadena Public Financing Authority  
Lease Revenue Bonds  
(Rose Bowl Renovation Project)  
Series 2010D  
(Taxable-Recovery Zone Economic Development Bonds)

<u>Maturity Date</u> (March 1)	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rates</u>	<u>Price</u>
-----------------------------------	-----------------------------------	---------------------------------	--------------

\* Term Bonds; subject to mandatory sinking fund redemption

**Optional Redemption of 2010D Bonds.** [to come]

**Extraordinary Optional Redemption of 2010D Bonds.** [to come]

**Mandatory Sinking Fund Redemption of 2010D Bonds.**

[to come]