

Recording Requested By And  
When Recorded Mail To:

ORRICK, HERRINGTON & SUTCLIFFE LLP  
777 South Figueroa Street, Suite 3200  
Los Angeles, California 90017  
Attention: Laura Gao

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FIRST AMENDMENT TO SUBLEASE

by and between the

PASADENA PUBLIC FINANCING AUTHORITY

and the

CITY OF PASADENA

RELATING TO THE

PASADENA PUBLIC FINANCING AUTHORITY  
LEASE REVENUE BONDS  
SERIES 2010 A,  
SERIES 2010B (TAXABLE—BUILD AMERICA BONDS),  
SERIES 2010C (TAXABLE),  
SERIES 2010D (TAXABLE—RECOVERY ZONE ECONOMIC DEVELOPMENT BONDS)

Executed and Entered into  
as of February 1, 2006

and Amended  
as of November 1, 2010

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## **FIRST AMENDMENT TO SUBLEASE**

This First Amendment to Sublease is executed and entered into as of November 1, 2010 and amends the Sublease executed and entered into as of February 1, 2006 (as it may from time to time be amended or supplemented, the "Sublease"), by and between the PASADENA PUBLIC FINANCING AUTHORITY, a joint exercise of powers authority duly created and existing under the laws of the State of California (the "Authority"), and 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").

### **WITNESSETH:**

**WHEREAS**, the Authority and the City provided for the acquisition, construction and installation of certain public improvements consisting of the Rose Bowl Improvements (capitalized terms used herein shall have the meanings given such terms pursuant to Section 1.01 as amended by Section 12.01) to the existing Leased Property and the City Hall Improvements to the City's City Hall and for the prepayment of the Certificates; and

**WHEREAS**, the City is authorized pursuant to its Charter and the laws of the State of California to lease real and personal property which is necessary and proper for public purposes and the leasing and operation of the Leased Property is necessary and proper for public purposes; and

**WHEREAS**, concurrently with the original execution and delivery of the Sublease, the City and the Authority entered into the Lease of the Leased Property; and

**WHEREAS**, concurrently with the original execution and delivery of the Sublease, the Authority and the Trustee entered into the Indenture, dated as of February 1, 2006 (the "2006 Indenture") pursuant to which the Authority issued the Pasadena Public Financing Authority Variable Rate Demand Lease Revenue Bonds (Rose Bowl Refinancing and Improvement Bonds), Series 2006 (the "2006 Bonds") to finance the costs of the Rose Bowl Improvements, the City Hall Improvements, and to prepay the Certificates; and

**WHEREAS**, the 2006 Bonds are payable from the Base Rental Payments to be made by the City under this Sublease and certain funds held by the Trustee under the 2006 Indenture; and

**WHEREAS**, concurrently with the execution and delivery of this first Amendment to Sublease, the City and the Authority will enter into the first Amendment to the Lease of the Leased Property; and

**WHEREAS**, concurrently with the execution and delivery of this first Amendment to Sublease, the Authority and the Trustee will enter into a separate Indenture, dated as of November 1, 2010 (the "2010 Indenture") pursuant to which the Authority will issue the Pasadena Public Financing Authority Lease Revenue Bonds, Series 2010A, Series 2010B (Taxable—Build America Bonds) and Series 2010C (Taxable), Series 2010D (Taxable—Recovery Zone Economic Development Bonds) (the "2010 Bonds") and will finance the costs of additional improvements to the Rose Bowl Stadium; and

**WHEREAS**, pursuant to Section 5.07 of the Sublease, the 2010 Bonds are payable from the Base Rental Payments to be made by the City under this Sublease and certain funds held by the Trustee under the 2010 Indenture; and

**WHEREAS**, all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and entering into of this Sublease do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into this Sublease;

**NOW, THEREFORE**, IN CONSIDERATION OF THE PREMISES AND OF THE MUTUAL AGREEMENTS AND COVENANTS CONTAINED HEREIN AND FOR OTHER VALUABLE CONSIDERATION, THE PARTIES HERETO DO HEREBY AGREE AS FOLLOWS:

## **ARTICLE XII**

### **DEFINITIONS**

**Section 12.01 Amended Definitions.** Unless the context otherwise requires, the terms defined in this Section and in Section 1.01 shall for all purposes hereof and of any amendment hereof have the meanings defined herein, the following definitions to be equally applicable to both the singular and plural forms of any of the terms defined herein. All other capitalized terms used herein without definition shall have the meanings set forth in Section 1.01 of the 2006 Indenture.

“Bonds” means the 2006 Bonds and the 2010 Bonds and any additional bonds hereafter issued in accordance with Section 5.07 of the Sublease; provided, however that the term “Bonds” in the following sections shall refer solely to the 2006 Bonds: Section 4.03, Section 5.01(a)(ii), Section 5.01(a)(iv), and *[identify any other sections unique to 2006 Bond structure as VRDNs]*.

“Closing Date” means the date on which the 2006 Bonds were initially delivered to the Purchaser thereof, as provided in the Indenture, namely, February 16, 2006.

“Expiry Date” means, with respect to the Base Rental Payments, December 1, 20\_\_.

“Indenture” means the 2006 Indenture and the 2010 Indenture and any other indenture providing for the issuance of Bonds in accordance with Section 5.07 of the Sublease.

“Lease” means that certain Lease, dated as of February 1, 2006, by and between the City and the Authority relating to the Leased Property, as amended by the First Amendment to Lease, dated as of November 1, 2010, as the same may be amended and supplemented from time to time in accordance herewith and therewith.

“Leased Property” means the land described in Exhibit A to the Sublease and all buildings, structures and improvements and facilities currently located thereon or hereafter constructed or installed thereon including without limitation the renovation project described in Exhibit A-1 hereto and the Rose Bowl Improvements but excluding any personal property

located or hereafter located on such land which can be removed without damage to the land or such buildings, structures or improvements.

“Sublease” has the meaning set forth in the preambles hereto.

“2006 Bonds,” “2006 Indenture,” “2010 Bonds” and “2010 Indenture” have the respective meanings set forth in the preambles hereto.

### **ARTICLE XIII**

#### **TERM OF SUBLEASE**

**Section 13.01 Term of this Sublease.** The term of this Sublease shall commence on the Closing Date and shall end on the Expiry Date, unless such term is extended or sooner terminated as hereinafter provided. If on the Expiry Date the Rental Payments payable hereunder shall not be fully paid and the Bonds shall not be fully paid and retired, or if the Rental Payments shall have been abated at any time and for any reason, then such Expiry Date shall be extended until ten (10) days after the Rental Payments payable hereunder shall be fully paid and all the Bonds shall be fully paid, except that in no event shall the Expiry Date be extended more than 25 years following the final stated maturity date of any Bond. If prior to the Expiry Date, all Bonds shall have been fully paid, or deemed fully paid in accordance with their respective Indenture, such Expiry Date shall be ten (10) days thereafter or 10 (ten) days after written notice by the City to the Authority to the effect that all Bonds have been fully paid or deemed fully paid in accordance with Article X of the Indenture, whichever is earlier.

### **ARTICLE XIV**

#### **RENTAL PAYMENTS**

**Section 14.01 Rental Payments.** The City agrees to pay to the Authority, its successors or assigns, without deduction or offset of any kind, as rental for the right of the use and possession of the Leased Property, the following amounts at the following times:

**2010 Base Rental.** (i) The City shall pay to the Authority additional Base Rental Payments at the times and in the amounts set forth in the Base Rental Payment Schedule attached hereto as Exhibit B-1 and made a part hereof, a portion of which Base Rental Payments shall constitute interest; provided that such Base Rental Payments for each Lease Year shall not exceed the fair rental value of the Leased Property plus the undischarged portion of the Excess Amount. The interest components of the Base Rental Payments shall be paid by the City as and constitute interest paid on the principal components of the Base Rental Payments to be paid by the City hereunder.

## ARTICLE XV

### MISCELLANEOUS

**Section 15.01 Approval of this First Amendment.** The provisions of this First Amendment to Sublease and the Lease have been approved by the Credit Provider in accordance with Section 11.05(b)(iv) of the Sublease.

**Section 15.02 Coordination of Indenture.** When funds or accounts under the Indenture are referred to in this Sublease, such references shall be understood to apply to both the 2006 Indenture and the 2010 Indenture, and any deposits to be made to such funds or accounts shall be made on a parity, proportionate basis between the 2006 Indenture and the 2010 Indenture, as set forth in a written direction of the City filed with the Trustee.

**Section 15.03 Execution in Counterparts.** This First Amendment to Sublease may be executed and entered into in several counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed and entered into this Sublease by their officers thereunto duly authorized as of the day and year first written above.

**PASADENA PUBLIC FINANCING  
AUTHORITY**

By \_\_\_\_\_  
Michael J. Beck,  
Executive Director

ATTEST:

\_\_\_\_\_  
Mark Jomsky,  
Secretary

**CITY OF PASADENA**

By \_\_\_\_\_  
Andrew Green,  
Director of Finance

(SEAL)

ATTEST:

\_\_\_\_\_  
Mark Jomsky,  
City Clerk

APPROVED AS TO FORM:

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

## **EXHIBIT A-1**

### **RENOVATIONS TO LEASED PROPERTY**

The Leased Property shall be further improved by the following facilities to be hereafter constructed or installed on the Leased Property:

[acquisition, construction, improvement, renovation, remodeling, furnishing and equipping of improvements and betterments to the Rose Bowl Stadium, including concourses, restrooms, tunnels, entry gates, scoreboards, seating, press box, club, suite and lounge facilities and related infrastructure].



**EXHIBIT B-1**

**2010 BASE RENTAL PAYMENTS SCHEDULE**

<b>2010 Base Rental Payment Date</b>	<b>Principal Component</b>	<b>Interest Component</b>
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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), 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.

\_\_\_\_\_

[Notarial Seal]

STATE OF CALIFORNIA            )  
  )  
COUNTY OF LOS ANGELES        )        ss.

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), 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.

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[Notarial Seal]