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RETURN TO:

Orrick, Herrington & Sutcliffe LLP  
777 South Figueroa Street, Suite 3200  
Los Angeles, California 90017  
Attention: Greg Harrington

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER  
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FIRST AMENDMENT TO  
  
AMENDED AND RESTATED SUBLEASE

by and between the

PASADENA PUBLIC FINANCING AUTHORITY

and the

CITY OF PASADENA

Dated as of \_\_\_\_\_ 1, 2013

**FIRST AMENDMENT TO AMENDED AND RESTATED SUBLEASE**

**THIS FIRST AMENDMENT TO AMENDED AND RESTATED SUBLEASE**, dated as of \_\_\_\_\_ 1, 2013 (this "First Amendment"), is 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**, in connection with the issuance by the Authority of its Pasadena Public Financing Authority Variable Rate Demand Lease Revenue Bonds (Rose Bowl Refinancing and Improvements Projects), Series 2006 (the "2006 Bonds"), the Authority and the City entered into the Sublease, executed and entered into as of February 1, 2006 (the "Original Sublease"), by and between the Authority and the City;

**WHEREAS**, the Original Sublease was amended by Amendment No. 1 to Sublease, made and entered into as of February 1, 2009 ("Amendment No. 1"); by and between the Authority and the City;

**WHEREAS**, in connection with the issuance by the Authority of its Pasadena Public Financing Authority Variable Rate Demand Lease Revenue Bonds (Rose Bowl Renovation Project), Series 2010A, Series 2010B, Series 2010C and Series 2010D (the "2010 Bonds" and, together with the 2006 Bonds, the "Bonds"), the Original Sublease, as amended by Amendment No. 1, was amended by the First Amendment to Sublease, executed and entered into as of November 1, 2010 (the "First Sublease Amendment"), by and between the Authority and the City;

**WHEREAS**, in connection with the addition of, and the conversion of the 2006 Bonds to, a new interest rate mode, the Original Sublease, as amended by Amendment No. 1 and the First Sublease Amendment, was amended and restated by the Amended and Restated Sublease, executed and entered into as of May 1, 2011, by and between the Authority and the City (as so amended and restated, the "Restated Sublease") (capitalized undefined terms used herein have the meanings ascribed thereto in the Restated Sublease);

**WHEREAS**, the Restated Sublease was recorded in the official records of the Recorder of the County of Los Angeles on May 5, 2011 as document number 20110643139;

**WHEREAS**, the Leased Property is described in Exhibit A attached hereto;

**WHEREAS**, Section 5.07 of the Restated Sublease provides that, in addition to the Bonds, the Authority may, from time to time, issue additional bonds on a parity with the Bonds, the proceeds of which may be used for any lawful purpose by the City; provided that prior to or concurrently with the issuance of the additional bonds, the City and the Authority shall have entered into an amendment to the Restated Sublease providing for an increase in the Base Rental Payments to be made thereunder subject to the limitations set forth in Section 5.01(c)(ii) thereof;

**WHEREAS**, in order to provide funds to refund a portion of the 2006 Bonds and to finance the acquisition, construction and installation of certain public improvements to the existing Rose Bowl Stadium located in the City, the Authority will, in accordance with Section 5.07 of the Restated Sublease, issue its Pasadena Public Financing Authority Lease Revenue Bonds (Rose Bowl Renovation Project), Series 2013A and Series 2013B (the “2013 Bonds”), pursuant to the Bond Indenture, dated as of \_\_\_\_\_, 2013 (the “2013 Indenture”), by and between the Authority and Deutsche Bank National Trust Company, as Trustee;

**WHEREAS**, the Restated Sublease provides that the Restated Sublease and the rights and obligations of the City and the Authority, the Trustee and the Owners of the Outstanding Bonds may be modified, amended or supplemented from time to time and at any time with the consent of the Majority Holder but without the consent of any Owners of Bonds, so long as such modification, amendment or supplement shall not materially, adversely affect the interests of the Owners of the Bonds, to facilitate the issuance of additional bonds as provided in the Restated Sublease;

**WHEREAS**, the Majority Holder has consented to this First Amendment; and

**WHEREAS**, all acts and proceedings required by law necessary to constitute this First Amendment a valid and binding agreement for the uses and purposes herein set forth in accordance with its terms, have been done and taken in due time, form and manner, and the execution and delivery of this First Amendment have been in all respects duly authorized;

**NOW, THEREFORE**, in consideration of the covenants and provisions herein set forth and for other valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

**Section 1. Amendment of Section 1.01.** (a) The definition of “Bank Index Interest Rate” in Section 1.01 of the Restated Sublease is hereby amended to read in full as follows:

“Bank Index Interest Rate” means, as is appropriate or required in the context, one, some or all of (a) “Bank Index Interest Rate,” as such term is defined in the 2006 Indenture, (b) “Bank Index Interest Rate,” as such term is defined in the 2013 Indenture, and (c) “Bank Term Rate,” as such term is defined in the 2013 Indenture.

(b) The definition of “Bank Index Interest Rate Bondholder” in Section 1.01 of the Restated Sublease is hereby amended to read in full as follows:

“Bank Index Interest Rate Bondholder” means, as is appropriate or required in the context, one, some or all of (a) “Bank Index Interest Rate Bondholder,” as such term is defined in the 2006 Indenture, (b) “Bank Index Interest Rate Bondholder,” as such term is defined in the 2013 Indenture, and (c) “Bank Term Rate Bondholder,” as such term is defined in the 2013 Indenture.

(c) The definition of “Bank Index Interest Rate Bonds” in Section 1.01 of the Restated Sublease is hereby amended to read in full as follows:

“Bank Index Interest Rate Bonds” means, as is appropriate or required in the context, one, some or all of (a) “Bank Index Rate Bonds,” as such term is defined in the 2006 Indenture, (b) “Bank Index Rate Bonds,” as such term is defined in the 2013 Indenture, and (c) “Bank Term Rate Bonds,” as such term is defined in the 2013 Indenture.

(d) The definition of “Bank Index Interest Rate Mode” in Section 1.01 of the Restated Sublease is hereby amended to read in full as follows:

“Bank Index Interest Rate Mode” means, as is appropriate or required in the context, one, some or all of (a) “Bank Index Interest Rate Mode,” as such term is defined in the 2006 Indenture, (b) “Bank Index Interest Rate Mode,” as such term is defined in the 2013 Indenture, and (c) “Bank Term Rate Mode,” as such term is defined in the 2013 Indenture.

(e) The definition of “Bank Agreement” in Section 1.01 of the Restated Sublease is hereby amended to read in full as follows:

“Bank Agreement” means, as is appropriate or required in the context, one, some or all of (a) the Bond Purchase Agreement, dated as of May 1, 2011, among the Authority, the City and Union Bank, N.A., (b) the Continuing Covenant Agreement, dated as of \_\_\_\_\_ 1, 2013, by and among the Authority, the City and Union Bank, N.A., and (c) any other agreement with a bank or financial institution executed by the City and the Authority in connection with any Bonds and designated by them as a Bank Agreement in a certificate filed with Trustee.

**Section 2. Amendment of Section 4.03.** Subsection (d) of Section 4.03 of the Restated Sublease is hereby amended to read in full as follows:

(d) No Credit Facility shall be required for Bonds that bear interest at a Bank Index Interest Rate.

**Section 3. Amendment of Section 5.01.** Subparagraph (ix) of the fourth paragraph of subsection (b) of Section 5.01 of the Restated Sublease (on page 20 thereof) is hereby amended to read in full as follows:

(ix) The City shall pay to the Purchaser, as an Additional Rental Payment, an optional redemption or conversion fee in connection with each optional redemption of all or any portion of the Bank Index Interest Rate Bonds or each conversion of the interest rate on all or any portion of the Bank Index Interest Rate Bonds, as and in the amount provided in the applicable Bank Agreement.

**Section 4. Amendment of Section 7.01.** The first paragraph of Section 7.01 of the Restated Sublease is hereby amended so as to add the words “or Section 4.01(e), as applicable,” immediately after “Section 4.01(f)” in the last line thereof.

**Section 5. Amendment of Section 12.01.** (a) The last sentence of the first paragraph of Section 12.01 of the Restated Sublease is hereby amended to read in full as follows:

All other capitalized terms used herein without definition shall have the meanings (a) set forth in Section 1.01 of the respective Indentures and, in cases where terms are defined in more than one Indenture, such terms shall be deemed to have the meanings ascribed thereto in one, each or all of the Indentures, as the context requires, or (b) set forth the respective Bank Agreements and, in cases where terms are defined in more than one Bank Agreement, such terms shall be deemed to have the meanings ascribed thereto in one, each or all of the Bank Agreements, as the context requires.

(b) Section 12.01 of the Restated Sublease is hereby modified and amended by adding thereto the following definitions:

“2013 Bonds” means the Pasadena Public Financing Authority Lease Revenue Bonds (Rose Bowl Renovation Project), Series 2013A and Series 2013B, issued pursuant to the 2013 Indenture.

“2013 Indenture” means the Bond Indenture, dated as of \_\_\_\_\_, 2013, by and between the Authority and Deutsche Bank National Trust Company, as Trustee, as the same may be amended and supplemented in accordance with its terms.

**Section 6. Amendment of Section 14.01.** Section 14.01 of the Restated Sublease is hereby modified and amended by adding the following paragraph as the last paragraph thereof:

**2013 Base Rental.** 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-2 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.

**Section 7. Amendment of Section 15.02.** Section 15.02 of the Restated Sublease is hereby modified and amended to read in full as follows:

**Section 15.02 Coordination of Indentures.** References herein to the 2006 Indenture, the 2010 Indenture or the 2013 Indenture shall, unless the context otherwise clearly requires, be deemed to be references to the Indentures. References herein to the 2006 Bonds, the 2010 Bonds or the 2013 Bonds shall, unless the context otherwise clearly requires, be deemed to be references to the Bonds. When funds or accounts under the Indenture are referred to in this Sublease, such references shall be understood to apply to the 2006 Indenture, the 2010 Indenture and the 2013 Indenture, and any deposits to be made to such funds

or accounts shall be made on a parity, proportionate basis between the 2006 Indenture, the 2010 Indenture and the 2013 Indenture, as set forth in a written direction of the City filed with the Trustee. In addition, the redemption of Outstanding Bonds referred to in Section 7.01 of the Sublease shall be made on a parity, proportionate basis pursuant to Section 4.01(f) of the 2006 Indenture, Section 4.01(a) of the 2010 Indenture and Section 4.01(e) of the 2013 Indenture, as set forth in a written direction of the City filed with the Trustee.

**Section 8. Addition of Exhibit B-2.** The Restated Sublease is hereby modified and amended by adding thereto Exhibit B-2 as set forth in Exhibit B-2 hereto.

**Section 9. Amendment of Exhibit B.** In order to reflect the reduction of Base Rental Payments resulting from the redemption of a portion of the 2006 Bonds, Exhibit B to the Restated Sublease is hereby modified and amended to read in full as set forth in Exhibit B hereto.

**Section 10. Incorporation of Continuing Covenant Agreement.** The covenants and agreements of the City contained in the Continuing Covenant Agreement, dated as of \_\_\_\_\_, 2013, by and among the Authority, the City and Union Bank, N.A., and the provisions thereof relating to Base Rental Payments and Additional Rental Payments, are hereby incorporated into the Restated Sublease.

**Section 11. Effect of First Amendment.** This First Amendment and all of the terms and provisions herein contained shall form part of the Restated Sublease as fully and with the same effect as if all such terms and provisions had been set forth in the Restated Sublease. The Restated Sublease is hereby ratified and confirmed and shall continue in full force and effect in accordance with the terms and provisions thereof, as heretofore amended and supplemented, and as amended and supplemented hereby. If there shall be any conflict between the terms of this First Amendment and the terms of the Restated Sublease (as in effect on the day prior to the effective date of this First Amendment), the terms of this First Amendment shall prevail.

**Section 12. Execution in Several Counterparts.** This First Amendment may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the Authority and the City shall preserve undestroyed, shall together constitute but one and the same instrument.

**Section 13. Effective Date of First Amendment.** This First Amendment shall take effect on \_\_\_\_\_, 2013.

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

**PASADENA PUBLIC FINANCING  
AUTHORITY**

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Secretary

**CITY OF PASADENA**

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

**EXHIBIT A**

**DESCRIPTION OF LEASED PROPERTY**

The land referred to herein is situated in the State of California, County of Los Angeles, and described as follows:

THAT PORTION OF LOT 29 IN BLOCK "A" OF THE SAN PASQUAL TRACT, IN THE CITY OF PASADENA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 5 PAGES 290 AND 291 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT AN ANGLE POINT IN THE CENTERLINE OF ARROYO TERRACE, AS SAID CENTERLINE IS DEPICTED UPON THE MAP OF TRACT NO. 31160, IN SAID CITY, COUNTY AND STATE, AS PER MAP FILED IN BOOK 895 PAGES 73 AND 74 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID ANGLE POINT BEING THE WESTERLY TERMINUS OF THAT CERTAIN COURSE ON SAID CENTER LINE DEPICTED AS NORTH 76 DEGREES 43 MINUTES 39 SECONDS EAST 150.43 FEET, SAID COURSE BEING THE BASIS OF BEARINGS FOR THIS LEGAL DESCRIPTION; THENCE NORTH 15 DEGREES 31 MINUTES 02 SECONDS WEST, 3,746.31 FEET TO AN ANGLE POINT IN THE EXISTING CHAIN-LINK FENCE THAT DEFINES THE CONCOURSE AREA OF THE ROSE BOWL, SAID POINT BEING TO THE TRUE POINT OF BEGINNING FOR THIS LEGAL DESCRIPTION; THENCE ALONG SAID EXISTING CHAIN-LINK FENCE THE FOLLOWING COURSES:

NORTH 57 DEGREES 36 MINUTES 35 SECONDS WEST 132.49 FEET; THENCE NORTH 42 DEGREES 09 MINUTES 17 SECONDS WEST 346.70 FEET; THENCE NORTH 29 DEGREES 19 MINUTES 46 SECONDS WEST 130.59 FEET; THENCE NORTH 19 DEGREES 47 MINUTES 53 SECONDS WEST 44.01 FEET; THENCE NORTH 09 DEGREES 44 MINUTES 35 SECONDS WEST 94.40 FEET; THENCE NORTH 07 DEGREES 06 MINUTES 58 SECONDS WEST 71.65 FEET; THENCE NORTH 04 DEGREES 40 MINUTES 48 SECONDS WEST 39.34 FEET; THENCE NORTH 04 DEGREES 23 MINUTES 03 SECONDS WEST 54.75 FEET; THENCE NORTH 05 DEGREES 21 MINUTES 47 SECONDS EAST 42.15 FEET; THENCE NORTH 15 DEGREES 16 MINUTES 52 SECONDS EAST 60.58 FEET; THENCE NORTH 14 DEGREES 55 MINUTES 56 SECONDS EAST 109.18 FEET; THENCE NORTH 45 DEGREES 54 MINUTES 59 SECONDS EAST 27.14 FEET; THENCE NORTH 45 DEGREES 04 MINUTES 18 SECONDS WEST 38.30 FEET; THENCE NORTH 67 DEGREES 57 MINUTES 09 SECONDS EAST 32.56 FEET; THENCE NORTH 59 DEGREES 19 MINUTES 53 SECONDS EAST 25.35 FEET; THENCE NORTH 03 DEGREES 34 MINUTES 05 SECONDS EAST 48.32 FEET; THENCE NORTH 79 DEGREES 32 MINUTES 19 SECONDS EAST 63.02 FEET; THENCE NORTH 47 DEGREES 53 MINUTES 29 SECONDS EAST 45.38 FEET; THENCE NORTH 57 DEGREES 28 MINUTES 05 SECONDS EAST 155.21 FEET; THENCE NORTH 68 DEGREES 58 MINUTES 31 SECONDS EAST 54.52 FEET; THENCE NORTH 78 DEGREES 44 MINUTES 14 SECONDS EAST 27.04 FEET; THENCE NORTH 82 DEGREES 50 MINUTES 07 SECONDS EAST 55.70 FEET; THENCE

SOUTH 87 DEGREES 38 MINUTES 08 SECONDS EAST 20.56 FEET; THENCE NORTH 87 DEGREES 04 MINUTES 14 SECONDS EAST 81.89 FEET; THENCE NORTH 41 DEGREES 01 MINUTES 37 SECONDS WEST 6.51 FEET; THENCE NORTH 15 DEGREES 00 MINUTES 04 SECONDS EAST 6.86 FEET; THENCE NORTH 57 DEGREES 40 MINUTES 38 SECONDS EAST 63.30 FEET; THENCE SOUTH 66 DEGREES 29 MINUTES 04 SECONDS EAST 5.13 FEET; THENCE SOUTH 21 DEGREES 03 MINUTES 05 SECONDS EAST 62.65 FEET; THENCE SOUTH 15 DEGREES 46 MINUTES 49 SECONDS WEST 9.63 FEET; THENCE SOUTH 72 DEGREES 49 MINUTES 19 SECONDS EAST 48.40 FEET; THENCE SOUTH 61 DEGREES 19 MINUTES 25 SECONDS EAST 224.27 FEET; THENCE SOUTH 35 DEGREES 56 MINUTES 53 SECONDS EAST 57.20 FEET; THENCE SOUTH 34 DEGREES 42 MINUTES 30 SECONDS EAST 150.73 FEET; THENCE SOUTH 16 DEGREES 56 MINUTES 58 SECONDS EAST 76.68 FEET; THENCE SOUTH 69 DEGREES 45 MINUTES 33 SECONDS WEST 39.69 FEET; THENCE SOUTH 11 DEGREES 37 MINUTES 59 SECONDS EAST 25.34 FEET; THENCE SOUTH 07 DEGREES 48 MINUTES 20 SECONDS EAST 91.64 FEET; THENCE SOUTH 01 DEGREES 59 MINUTES 48 SECONDS EAST 84.38 FEET; THENCE SOUTH 06 DEGREES 20 MINUTES 45 SECONDS WEST 44.58 FEET; THENCE SOUTH 14 DEGREES 56 MINUTES 12 SECONDS WEST 116.77 FEET; THENCE SOUTH 25 DEGREES 06 MINUTES 51 SECONDS WEST 30.19 FEET; THENCE SOUTH 26 DEGREES 24 MINUTES 40 SECONDS WEST 53.82 FEET; THENCE SOUTH 28 DEGREES 17 MINUTES 39 SECONDS EAST 21.25 FEET; THENCE SOUTH 25 DEGREES 18 MINUTES 42 SECONDS WEST 48.85 FEET; THENCE SOUTH 89 DEGREES 52 MINUTES 32 SECONDS WEST 19.62 FEET; THENCE SOUTH 25 DEGREES 59 MINUTES 04 SECONDS WEST 207.34 FEET; THENCE SOUTH 41 DEGREES 58 MINUTES 11 SECONDS WEST 132.50 FEET; THENCE SOUTH 82 DEGREES 01 MINUTES 25 SECONDS WEST 102.84 FEET TO A POINT HEREBY DESIGNATED AS POINT "B"; THENCE CONTINUING SOUTH 82 DEGREES 01 MINUTES 25 SECONDS WEST 60.00 FEET TO A POINT HEREBY DESIGNATED AS POINT "A"; THENCE CONTINUING SOUTH 82 DEGREES 01 MINUTES 25 SECONDS WEST 70.26 FEET; THENCE SOUTH 83 DEGREES 05 MINUTES 43 SECONDS WEST 32.55 FEET TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR PEDESTRIAN, UTILITY VEHICLE AND EMERGENCY VEHICLE INGRESS AND EGRESS OVER THAT PORTION OF SAID LOT 29 DESCRIBED AS FOLLOWS:

A STRIP OF LAND, 60 FEET IN WIDTH, THE PERIMETER OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT SAID POINT "A"; THENCE SOUTH 07 DEGREES 48 MINUTES 37 SECONDS EAST 122.15 FEET TO A POINT ON THE SOUTHERLY FACE OF THE NORTHERLY CONCRETE CURB AT THE NORTHERLY TERMINUS OF THE WESTERLY IMPROVED ROADWAY OF ARROYO BOULEVARD, SAID POINT BEING IN A NONTANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 149.50 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 19 DEGREES 36 MINUTES 26 SECONDS WEST; THENCE EASTERLY ALONG SAID CURB FACE, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 23 DEGREES 09 MINUTES 08 SECONDS AN ARC DISTANCE OF 60.41 FEET, A RADIAL

LINE TO SAID POINT BEARS NORTH 03 DEGREES 32 MINUTES 42 SECONDS EAST; THENCE NORTH 07 DEGREES 48 MINUTES 37 SECONDS WEST 122.10 FEET TO SAID "B"; THENCE SOUTH 82 DEGREES 01 MINUTES 25 SECONDS WEST 60.00 FEET TO SAID POINT "A".

APN: 5702-001-901 (PORTION)

(End of Legal Description)

**EXHIBIT B-1**

**2013 BASE RENTAL PAYMENTS SCHEDULE**

<b>Annual Base Rental for the Lease Year Ending in</b>	<b>Principal Component of Base Rental Payment Due First Business Day of December*</b>
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Interest Component of Base Rental Payments. The interest component of Base Rental Payments due hereunder shall be equal to the interest on the outstanding 2013 Bonds as the interest rate payable with respect to the 2013 Bonds is designated from time to time pursuant to the 2013 Indenture. Such interest components of the Base Rental Payments will be due and payable hereunder on each Interest Payment Date in immediately available moneys and shall be in an amount equal to the interest on the outstanding Bonds which is due and payable on such Interest Payment Date.

\* Subject to adjustment as provided in Section 5.05 hereof as a result of the prepayment of Base Rental Payments pursuant to such Section.

**EXHIBIT B**

**BASE RENTAL PAYMENTS SCHEDULE**

**Annual Base Rental for the  
Lease Year Ending in**

**Principal Component of  
Base Rental Payment Due  
First Business Day of December\***

Interest Component of Base Rental Payments. The interest component of Base Rental Payments due hereunder shall be equal to the interest on the outstanding 2006 Bonds as the interest rate payable with respect to the 2006 Bonds is designated from time to time pursuant to the 2006 Indenture. Such interest components of the Base Rental Payments will be due and payable hereunder on each Interest Payment Date in immediately available moneys and shall be in an amount equal to the interest on the outstanding Bonds which is due and payable on such Interest Payment Date.

\* Subject to adjustment as provided in Section 5.05 hereof as a result of the prepayment of Base Rental Payments pursuant to such Section.

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.

Signature \_\_\_\_\_

[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.

Signature \_\_\_\_\_

[Notarial Seal]