

Not A New Issue/Book-Entry Only**Ratings:** S&P: Fitch:

(See "RATINGS" herein)

Concurrently with the original issuance and delivery of the Bonds, Sidley Austin LLP, Bond Counsel, delivered its opinion (the "Original Opinion") to the effect that as of the date of issuance of the Bonds under then existing statutes, regulations, rulings and judicial decisions, interest on the Bonds would be exempt from personal income taxes imposed by the State of California. In the Original Opinion, Sidley Austin LLP also delivered its opinion that, based on then existing statutes, regulations, rulings and court decisions, interest on the Bonds would be taxable to a Bond owner for Federal income tax purposes. The Original Opinion has not been updated or reissued in connection with the remarketing of the Bonds. See "TAX MATTERS" herein.

\$25,900,000

PASADENA PUBLIC FINANCING AUTHORITY
Taxable Variable Rate Demand Lease Revenue Refunding Bonds
(Paseo Colorado Parking Facilities)
Series 2008
CUSIP¹ 702274AC5

Date of Remarketing: [September __], 2014**Price:** 100%**Due:** June 1, 2038

The bonds reoffered hereby (the "Bonds") were issued and are being remarketed pursuant to a Trust Agreement, dated as of September 1, 2008, as supplemented and amended by a First Supplemental Trust Agreement, dated as of January 1, 2009 (as so supplemented and amended, the "Trust Agreement"), between the Pasadena Public Financing Authority (the "Authority") and Wells Fargo Bank, National Association, as trustee (the "Trustee"). The proceeds of the Bonds were used, together with other available funds, to (a) refund the Authority's Taxable Variable Rate Demand Lease Revenue Bonds (Paseo Colorado Parking Facilities), Series 2000 (the "2000 Bonds"), (b) fund a reserve fund for the Bonds, and (c) pay the costs incurred in connection with the issuance of the Bonds.

The Bonds were issued in fully registered form, and were registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"). DTC will act as securities depository for the Bonds and individual purchases will be made in book entry form. Purchasers of Bonds will not receive physical certificates representing the Bonds purchased. Payments of principal, interest and premium, if any, on the Bonds will be paid by the Trustee to DTC which is obligated in turn to remit such principal, interest and premium, if any, to its DTC Participants for subsequent disbursement to the beneficial owners of the Bonds. The Bonds were issued in "Authorized Denominations", which means (i) with respect to any Bonds in a Weekly Mode, \$100,000 and any integral multiple of \$5,000 in excess thereof; and (ii) with respect to any Bonds in the Fixed Rate Mode, \$5,000 and integral multiples thereof.

The Bonds currently bear interest at a Weekly Rate. At the direction of the Authority and at the written request of the City of Pasadena (the "City"), subject to compliance with the terms of the Trust Agreement, the Bonds in a Weekly Mode may be converted to be payable at a Fixed Rate to their final maturity or earlier redemption. Interest on the Bonds in a Weekly Mode are payable on the first business day of each month following the remarketing described herein, commencing September __, 2014; interest on Bonds in the Fixed Rate Mode will be payable June 1 and December 1 commencing on the first June 1 or December 1, following the Fixed Rate Date, and on the maturity date thereof.

The Bonds are subject to optional and mandatory tender under certain circumstances as described herein. The Bonds are also subject to redemption prior to maturity as described herein. Merrill Lynch, Pierce, Fenner & Smith Incorporated (the "Remarketing Agent") has been appointed under a Remarketing Agreement with the Authority dated as of September 1, 2008 (the "Remarketing Agreement") to serve as the Remarketing Agent for the Bonds. See "THE BONDS - The Remarketing Agent" herein.

The Bonds are limited obligations of the Authority payable solely from Revenues of the Authority, consisting primarily of certain lease payments (the "Lease Payments") to be received by the Authority from the City pursuant to a Lease Agreement, dated as of September 1, 2008, as amended and supplemented by that certain Amendment No. 1 to Lease Agreement, dated as of September 1, 2011 (as so amended and supplemented, the "Lease"), by and between the Authority and the City. The Lease Payments to be made by the City to the Authority pursuant to the Lease will be in amounts calculated to be sufficient to pay principal of and interest on the Bonds when due. The Lease Payments to be made by the City pursuant to the Lease are payable by the City from its general fund for the right to use and possession by the City of the Leased Premises. The City has agreed in the Lease to make all Lease Payments subject to the abatement of such Lease Payments in the event of material damage to or destruction of the Leased Premises or a taking of the Leased Premises in whole or in part.

Payment of the Purchase Price of the Bonds tendered or deemed tendered for purchase but not remarketed in an amount equal to the principal amount thereof and up to 34 days of accrued interest at a maximum rate of 12% per annum is currently made pursuant to and subject to the terms of a Standby Bond Purchase Agreement, dated as of September 1, 2008, as amended and supplemented to date (as so amended and supplemented, the "Original Liquidity Facility"), by and among the Authority, the City, the Trustee and KBC Bank N.V., acting through its New York Branch (the "Original Liquidity Bank"). On September __, 2014 (the "Effective Date"), the Original Liquidity Facility is expected to be replaced by a Standby Bond Purchase Agreement, dated as of September __, 2014 (the "Bank of the West Liquidity Facility") by and among the Bank of the West (the "Liquidity Bank"), the City, the Authority and the Trustee.



BANK OF THE WEST
COMMERCIAL BANKING
BNP PARIBAS GROUP

The Bonds are [subject / not subject] to mandatory tender [on the last Business Day which is at least five calendar days prior to the Effective Date] in connection with the replacement of the Original Liquidity Facility with the Bank of the West Liquidity Facility. Pursuant and subject to the terms of the Bank of the West Liquidity Facility, payment of the Purchase Price of the Bonds tendered or deemed tendered for purchase but not remarketed in an amount equal to the principal amount thereof and up to 34 days of accrued interest at an assumed rate of 12% per annum will be made by the Liquidity Bank. The Bank of the West Liquidity Facility will expire by its terms on September __, 2019, unless extended or unless it expires earlier in accordance with its terms. The Bonds will continue to bear interest at a Weekly Rate following the replacement of the Original Liquidity Facility with the Bank of the West Liquidity Facility, until converted to bear interest at a Fixed Rate in accordance with the terms of the Trust Agreement.

Certain legal matters will be passed upon for the Authority by Sidley Austin LLP, San Francisco, California, Bond Counsel. Certain legal matters will be passed upon for the City, the Successor Agency (the "Successor Agency") and the Authority by the City Attorney of the City of Pasadena and by Sidley Austin LLP, San Francisco, California, as Disclosure Counsel, for the Liquidity Bank by Chapman and Cutler LLP, counsel to the Liquidity Bank, and for the Remarketing Agent by Hawkins, Delafield & Wood LLP, counsel to the Remarketing Agent. It is expected that the remarketing of the Bonds will be made through the facilities of DTC in connection with the delivery of the Bank of the West Liquidity Facility on or about September __, 2014.

BofA Merrill Lynch,
as Remarketing Agent

September __, 2014

¹ A registered trademark of the American Bankers Association. CUSIP data herein is provided by CUSIP Global Services, managed by Standard & Poor's Financial Services LLC on behalf of The American Bankers Association. CUSIP data herein is provided for convenience of reference only. None of the City, the Authority or the Remarketing Agent assumes responsibility for the accuracy of such number.

No dealer, broker, salesperson or other person has been authorized by the Authority, the City or the Remarketing Agent to give any information or to make any representations other than those contained herein, and if given or made, such other information or representations must not be relied upon as having been authorized by any of the foregoing. This Remarketing Memorandum does not constitute an offer to sell to or the solicitation of an offer to buy from, nor shall there be any sale of the Bonds to, any person in any jurisdiction which it is unlawful for such person to make such offer, solicitation or sale.

This Remarketing Memorandum is not to be construed as a contract with the purchasers of the Bonds. Statements contained in this Remarketing Memorandum which involve estimates, projections, forecasts or matters of opinion, whether or not expressly so described herein, are intended solely as such and are not to be construed as a representation of facts. The information and expressions of opinion herein are subject to change without notice, and neither delivery of this Remarketing Memorandum nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the information or opinions set forth herein or in the affairs of the Authority or the City since the date hereof. The information in this Remarketing Memorandum has been provided by the Authority, the City and sources the Authority considers reliable. The Remarketing Agent has provided the following sentence for inclusion in this Remarketing Memorandum. The Remarketing Agent has reviewed the information in this Remarketing Memorandum in accordance with, and as part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Remarketing Agent does not guarantee the accuracy or completeness of such information. This Remarketing Memorandum, including any supplement or amendment hereto, is intended to be deposited with the Municipal Securities Rulemaking Board (the "MSRB") through its Electronic Municipal Market Access ("EMMA") system.

All summaries of documents and laws are made subject to the provisions thereof and do not purport to be complete statements of any or all such provisions.

Certain statements included or incorporated by reference in the following information constitute "forward-looking statements". Such statements are generally identifiable by the terminology used such as "plan," "expect," "estimate," "budget" or other similar words. The achievement of certain results or other expectations contained in such forward-looking statements involve known and unknown risks, uncertainties and other factors which may cause actual results, performance or achievements described to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements. No assurance is given that actual results will meet the Authority's or the City's forecasts in any way, regardless of the level of optimism communicated in the information. Neither the Authority nor the City plan to issue any updates or revisions to those forward-looking statements if or when its expectations, or events, conditions or circumstances on which such statements are based occur.

In connection with this reoffering of the Bonds, the Remarketing Agent may overallocate or effect transactions which stabilize or maintain the market price of the Bonds at levels above which might otherwise prevail in the open market. Such stabilizing, if commenced, may be discontinued at any time.

A continuing disclosure agreement shall be in effect only upon a conversion of the Bonds to the Fixed Rate Mode.

**CITY OF PASADENA
and
PASADENA PUBLIC FINANCING AUTHORITY**

CITY COUNCIL/AUTHORITY BOARD OF DIRECTORS

Bill Bogaard, Mayor/Chairman
Jacque Robinson (District 1), Vice Mayor/Vice Chairman
Margaret McAustin (District 2), Council Member/Board Member
John J. Kennedy (District 3), Council Member/Board Member
Gene Masuda (District 4), Council Member/Board Member
Victor Gordo (District 5), Council Member/Board Member
Steve Madison (District 6), Council Member/Board Member
Terry Tornek (District 7), Council Member/Board Member

CITY STAFF

Michael J. Beck, City Manager
Michele Beal Bagneris, City Attorney/City Prosecutor
Andrew Green, Director of Finance
Vicken (Vic) Erganian, City Treasurer/Deputy Finance Director
Mark Jomsky, CMC, City Clerk

SPECIAL SERVICES

Bond and Disclosure Counsel

Sidley Austin LLP
San Francisco, California

Trustee and Tender Agent

Wells Fargo Bank, National Association

Remarketing Agent

Merrill Lynch, Pierce, Fenner & Smith Incorporated

TABLE OF CONTENTS

	Page
INTRODUCTION	1
THE BONDS	4
General	4
Determination of Weekly Interest Rates	4
Fixed Rate Conversion	5
The Remarketing Agent	6
Tenders of Bonds	7
Redemption of Bonds	9
SECURITY AND SOURCES OF REPAYMENT FOR THE BONDS	11
Pledge of Revenues; Assignment of Rents	11
Bond Fund	12
Reserve Fund	13
The Lease	13
Abatement	15
Insurance	15
Default and Remedies Under the Lease	17
LIQUIDITY FACILITY	18
Provisions in Trust Agreement Concerning the Liquidity Facility	18
THE BANK OF THE WEST LIQUIDITY FACILITY	19
THE LIQUIDITY BANK	24
THE LEASED PREMISES	25
General	25
Existing Encumbrances on the Leased Premises	25
RISK FACTORS	26
No Pledge of General Tax Revenues	26
Abatement of Lease Payments	27
City General Fund Pension Benefit Liability	27
Redevelopment Agency Dissolution	27
Seismic Risks; Earthquake Insurance	28
Self-Insurance	29
Limited Recourse on Default	29
Limitation of Remedies	29
REMARKETING AGENT	30
THE AUTHORITY	31
THE CITY	31
THE SUCCESSOR AGENCY	31

CONTINUING DISCLOSURE.....	32
LEGAL MATTERS.....	32
TAX MATTERS.....	32
General.....	32
Certain U.S. Federal Income Tax Considerations	32
LITIGATION.....	38
RATINGS	39
MISCELLANEOUS	39
APPENDIX A THE CITY OF PASADENA	
APPENDIX B FINANCIAL STATEMENTS OF THE CITY OF PASADENA	
APPENDIX C SUMMARY OF PRINCIPAL LEGAL DOCUMENTS	
APPENDIX D FORM OF ORIGINAL OPINION OF BOND COUNSEL	
APPENDIX E BOOK-ENTRY ONLY SYSTEM	

\$25,900,000
Pasadena Public Financing Authority
Taxable Variable Rate Demand Lease Revenue Refunding Bonds
(Paseo Colorado Parking Facilities)
Series 2008

INTRODUCTION

The purpose of this Remarketing Memorandum, which includes the appendices, is to provide certain information in connection with the reoffering of \$25,900,000 Pasadena Public Financing Authority Taxable Variable Rate Demand Lease Revenue Refunding Bonds (Paseo Colorado Parking Facilities), Series 2008 (the “Bonds”). The Bonds are limited obligations of the Authority payable solely from and secured by Revenues consisting primarily of certain Lease Payments (herein defined) payable to the Pasadena Public Financing Authority (the “Authority”) by the City of Pasadena (the “City”) under a Lease Agreement, dated as of September 1, 2008, as amended and supplemented by that certain Amendment No. 1 to Lease Agreement, dated as of September 1, 2011 (as so amended and supplemented, the “Lease”).

The Bonds were issued pursuant to the provisions of a Trust Agreement, dated as of September 1, 2008, as supplemented and amended by a First Supplemental Trust Agreement, dated as of January 1, 2009 (as so supplemented and amended, the “Trust Agreement”), between the Authority and Wells Fargo Bank, National Association, as trustee (the “Trustee”), authorizing the issuance of, and setting forth the details of, the Bonds.

Authorization. The City entered into the Lease pursuant to the provisions of Article 4 (commencing with Section 6584) of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (the “State”) and the Trust Agreement.

Purpose. The proceeds of the Bonds were used, together with other available funds, to (a) refund the Pasadena Public Financing Authority Taxable Variable Rate Demand Lease Revenue Bonds (Paseo Colorado Parking Facilities), Series 2000 (the “2000 Bonds”), (b) fund a reserve fund for the Bonds, and (c) pay the costs incurred in connection with the issuance of the Bonds.

Security. The Bonds are secured under the terms of the Trust Agreement as described herein. The Authority agrees to punctually pay, but only out of Revenues and pledged funds, the principal, premium, if any, and interest to become due in respect of every Bond issued under the Trust Agreement at the times and places and in the manner provided in the Trust Agreement and in the Bonds, according to the true intent and meaning thereof. The Revenues comprise: (i) all amounts received by the Authority or the Trustee pursuant to or with respect to the Lease, including without limitation, Lease Payments (including both timely and delinquent payments, any late charges and whether paid from any source), prepayments, insurance proceeds and condemnation proceeds, but not including any Additional Payments or Reserve Replenishment Rent and (ii) investment income with respect to any moneys held by the Trustee under the Trust Agreement (except the Purchase Fund). No assurance can be given as to the amount and source of funds available to the Authority at any particular time. See “SECURITY AND SOURCES

OF REPAYMENT FOR THE BONDS” for information regarding the sources of payment available to make payments on the Bonds. THE BONDS DO NOT CONSTITUTE A DEBT OR LIABILITY, OR A PLEDGE OF THE FAITH AND CREDIT, OF THE CITY, THE SUCCESSOR AGENCY (DEFINED BELOW) OR OF ANY POLITICAL SUBDIVISION THEREOF, OTHER THAN THE AUTHORITY, WHICH SHALL ONLY BE OBLIGATED TO PAY THE BONDS SOLELY FROM THE REVENUES AND FUNDS AS PROVIDED FOR IN THE TRUST AGREEMENT. THE ISSUANCE OF THE BONDS SHALL NOT DIRECTLY OR INDIRECTLY OR CONTINGENTLY OBLIGATE THE CITY TO LEVY OR TO PLEDGE ANY FORM OF TAXATION WHATEVER THEREFOR FOR THEIR PAYMENT.

Details of the Bonds. The Bonds currently bear interest payable at the Weekly Rate. The initial Weekly Rate Period following the remarketing of the Bonds will commence on September __, 2014 (the “Effective Date”). During such initial Weekly Rate Period, interest shall be paid at a Weekly Rate as determined by the Remarketing Agent. Thereafter, the Bonds shall bear interest at a Weekly Rate determined from time to time by the Remarketing Agent in accordance with the terms of the Trust Agreement or the Fixed Rate determined by the Remarketing Agent in accordance with the terms of the Trust Agreement. The Bonds were issued in Authorized Denominations, which means, (i) with respect to any Bonds in a Weekly Mode, \$100,000 and any integral multiple of \$5,000 in excess thereof; and (ii) with respect to any Bonds in the Fixed Rate Mode, \$5,000 and integral multiples thereof. The Bonds are subject to optional and mandatory tender and redemption prior to maturity. The Bonds will be dated the date of original delivery thereof. See “THE BONDS” herein.

Liquidity Facility. The Authority, the City, the Trustee and KBC Bank N.V., acting through its New York Branch (the “Original Liquidity Bank”), entered into a Standby Bond Purchase Agreement, dated as of September 1, 2008, as amended and supplemented to date (as so amended and supplemented, the “Original Liquidity Facility”). The Original Liquidity Facility terminates on March 13, 2015, unless extended or terminated sooner in accordance with its terms. On September __, 2014 (the “Effective Date”), the Original Liquidity Facility is expected to be replaced by a Standby Bond Purchase Agreement, dated as of September __, 2014 (the “Bank of the West Liquidity Facility”) by and among the Bank of the West (the “Liquidity Bank”), the City, the Authority and the Trustee. The Bonds are [subject / not subject] to mandatory tender [on the last Business Day which is at least five calendar days prior to the Effective Date] in connection with the replacement of the Original Liquidity Facility with the Bank of the West Liquidity Facility. Pursuant and subject to the terms of the Bank of the West Liquidity Facility, payment of the Purchase Price of the Bonds tendered or deemed tendered for purchase but not remarketed in an amount equal to the principal amount thereof and up to 34 days of accrued interest at an assumed rate of 12% per annum will be made by the Liquidity Bank. The Bank of the West Liquidity Facility will expire by its terms on September __, 2019, unless extended or unless it expires earlier in accordance with its terms. The Bonds will continue to bear interest at a Weekly Rate following the replacement of the Original Liquidity Facility with the Bank of the West Liquidity Facility, until converted to bear interest at the Fixed Rate in accordance with the terms of the Trust Agreement. The Trustee is instructed to request payment under the Bank of the West Liquidity Facility or any Alternate Liquidity Facility at the times, in the manner and for the purposes set forth in the Trust Agreement and in the Bank of the West Liquidity Facility or Alternate Liquidity Facility to pay the purchase price of the Bonds.

No principal or interest shall be payable from the Bank of the West Liquidity Facility or Alternate Liquidity Facility, except as part of the purchase price of any Bonds. The Authority shall use its best efforts to cause a Liquidity Facility to be provided with respect to the Bonds at all times during and on the first day following a Weekly Rate Period. The Liquidity Facility shall be available solely to pay the purchase price of the Bonds. See “THE BANK OF THE WEST LIQUIDITY FACILITY” herein. Under certain circumstances, an Alternate Liquidity Facility may be provided. See APPENDIX C – “SUMMARY OF PRINCIPAL LEGAL DOCUMENTS—The Trust Agreement.”

In addition, under circumstances described herein, the obligation of the Liquidity Bank to purchase the Bonds tendered by the owners thereof or subject to mandatory purchase may be terminated or suspended without notice. In such event, no funds may be available pursuant to the Bank of the West Liquidity Facility to purchase the Bonds. For additional information, see “THE BANK OF THE WEST LIQUIDITY FACILITY” herein.

Abatement. The obligation of the City to pay Lease Payments shall be abated during any period in which by reason of damage, destruction or taking by eminent domain or condemnation with respect to any item or portion of the Leased Premises there is substantial interference with the use and possession of such item or portion of the Leased Premises by the City. The amount of any abatement shall be determined by the City such that the resulting Lease Payments represent fair rental value for the use and possession of the item or portion of the Leased Premises not damaged, destroyed or taken.

Book-Entry Form. The Bonds were delivered as fully registered certificates in book-entry-only form without physical delivery of certificates to the beneficial owners of the Bonds. The Trustee will make payments of principal of and interest on the Bonds to The Depository Trust Company, New York, New York (“DTC”), which will in turn remit such payments to its direct participants for subsequent distribution to the beneficial owners of the Bonds. See “Book-Entry-Only System” in Appendix E hereto.

Tax Status. See “TAX MATTERS” herein.

Professionals. Merrill Lynch, Pierce, Fenner & Smith Incorporated (the “Remarketing Agent”) is serving as Remarketing Agent for the Bonds. Sidley Austin LLP, San Francisco, California, is serving as Bond Counsel and Disclosure Counsel. Chapman and Cutler LLP is serving as counsel to the Liquidity Bank. Hawkins, Delafield & Wood LLP is serving as counsel to the Remarketing Agent. The City Attorney of the City of Pasadena is serving as counsel to the City, the Successor Agency to the Pasadena Community Development Commission (the “Successor Agency”) and the Authority. Wells Fargo Bank, National Association is serving as Trustee, Bond Registrar and Tender Agent.

Definitions; Document Summaries. See Appendix C for a summary of certain provisions of the Lease and the Trust Agreement and for the definition of certain capitalized terms used herein. See “THE BANK OF THE WEST LIQUIDITY FACILITY” herein for a summary of certain provisions of the Bank of the West Liquidity Facility. Capitalized terms used herein and not otherwise defined shall have the same meanings given such terms in the Lease or the Trust Agreement unless otherwise indicated.

Additional Information. Additional information and copies in reasonable quantity of the principal financing documents may be obtained from the City at 100 North Garfield Ave., Room 345, Pasadena, California 91109, Attention: Director of Finance, Telephone: (626) 744-4309. Copies of such documents can also be obtained during the reoffering period from the Remarketing Agent at Banc of America Securities LLC, 4 World Financial Center, Ninth Floor, New York, New York 10080, Attention: Public Finance, Telephone: (212) 449-5101. After the remarketing period, copies of such documents may be obtained from the Trustee at Wells Fargo Bank, National Association, 707 Wilshire Blvd., 17th Floor, Los Angeles, California 90017, Attention: Bond Administration, Telephone (213) 614-3350.

THE BONDS

General

The Bonds were issued and are being remarketed as fully registered Bonds without coupons. The Bonds are dated as of their date of original issuance and delivery, and shall mature (subject to prior redemption) on June 1, 2038.

Pursuant to the Trust Agreement, the Bonds were issued and are being remarketed in “Authorized Denominations”, which means (i) with respect to any Bonds in a Weekly Mode, \$100,000 and any integral multiple of \$5,000 in excess thereof; and (ii) with respect to any Bonds in the Fixed Rate Mode, \$5,000 and integral multiples thereof.

The Bonds are registered in the name of Cede & Co., as nominee of DTC. DTC acts as a security depository for the Bonds. So long as the Bonds are held in book-entry form through DTC, DTC or its nominee will be the registered owner of the Bonds for all purposes of the Trust Agreement, the Bonds and this Remarketing Memorandum, and all payments of principal of, and interest on and premium, if any, with respect to the Bonds will be made pursuant to DTC’s rules and procedures. See APPENDIX E – “BOOK-ENTRY ONLY SYSTEM” herein.

Merrill Lynch, Pierce, Fenner & Smith Incorporated has been appointed under a Remarketing Agreement with the Authority dated as of September 1, 2008 (the “Remarketing Agreement”) to serve as the initial Remarketing Agent for the Bonds. See “THE BONDS—The Remarketing Agent” herein.

There are a number of provisions in the Trust Agreement relating to the terms of Bank Bonds (*i.e.*, Bonds purchased by the Liquidity Bank pursuant to the Bank of the West Liquidity Facility) which are not described in the forepart of this Official Statement. All references to the terms of the Bonds describe only Bonds which are not owned by the Liquidity Bank unless expressly indicated herein.

Determination of Weekly Interest Rates

The Bonds currently bear interest at a Weekly Rate and will continue to bear interest at a Weekly Rate determined by the Remarketing Agent for a Weekly Rate Period subsequent to the replacement of the Original Liquidity Facility with the Bank of the West Liquidity Facility. During each Weekly Rate Period, the Bonds shall bear interest at the applicable Weekly Rate, which shall be determined by the Remarketing Agent by 10:00 a.m. New York City time, on the

Rate Determination Date of each week during such Weekly Rate Period, or if such day shall not be a Business Day, then on the next preceding Business Day. The first Weekly Rate determined for the initial Weekly Rate Period shall apply to the period commencing on the first day of such Weekly Interest Period and ending on the next succeeding Wednesday. Thereafter, each Weekly Rate shall apply to the period commencing on Thursday and ending on the next succeeding Wednesday; provided however, that in the case of a conversion from a Weekly Mode to the Fixed Rate Mode, the last Weekly Rate Period prior to the conversion shall end on the last day immediately preceding the Fixed Rate Date. The Weekly Rate shall be the lowest rate of interest not in excess of the Maximum Interest Rate that, in the judgment of the Remarketing Agent, would cause the Bonds to have a market value equal to the principal amount thereof, plus accrued interest thereon, if applicable, under prevailing market conditions as of the Rate Determination Date.

The Rate Determination Date means for Bonds in a Weekly Mode, each Thursday or if Thursday is not a Business Day, the next Business Day succeeding such Thursday.

If the Remarketing Agent fails for any reason to determine or notify the Trustee of the interest rate for any Weekly Rate Period when required under the Trust Agreement, the interest rate for such period shall be deemed to be the interest rate then in effect. In no event shall the interest rate on any Bonds, except Bank Bonds, for any Weekly Rate Period, exceed the Maximum Interest Rate, which is the lesser of 12% per annum or the maximum interest rate permitted by law.

Notice of each Weekly Rate shall be given by the Remarketing Agent to the Trustee, the Tender Agent, the Liquidity Bank, the Authority and the City by telecopier, or other electronic means acceptable to the parties, not later than 10:00 a.m., New York City time on the Rate Determination Date. The Trustee shall inform any Owner of the Bonds of the rates determined upon reasonable request of such Owner.

The Authority, the City, the Trustee, the Tender Agent, and the Remarketing Agent shall not be liable to any Owners for failure to give any notice required above or for failure of any Owners to receive any such notice.

Fixed Rate Conversion

At the direction of the Authority and at the Written Request of the City, the Bonds in a Weekly Mode may be converted to be payable at a Fixed Rate to their final maturity or earlier redemption. Prior to any such conversion, the Authority shall furnish the Trustee with a letter from Standard and Poor's Ratings Services ("S&P") and Fitch Ratings ("Fitch") stating that such conversion will not result in a withdrawal or reduction of the long-term rating on the Bonds by S&P or Fitch. Any such conversion shall be made as follows:

- (i) The Fixed Rate Date shall be an Interest Payment Date on which interest is payable for the Bonds to be converted.
- (ii) The Authority shall give written notice of any such conversion to the Remarketing Agent, the Trustee, the Tender Agent, the Liquidity Bank, S&P and Fitch

not fewer than 45 days prior to the proposed Fixed Rate Date. Such notice shall specify the Proposed Fixed Rate Date.

(iii) Notice of conversion shall be given not less than 30 days prior to the Proposed Fixed Rate Date, by first-class mail, by the Trustee to the Owners of all Outstanding Bonds as their addresses appear on the registration books of the Trustee on the date the Trustee receives the notice of conversion from the Authority. The notice of conversion mailed to Bondholders shall set forth the information required by the Trust Agreement.

(iv) Not later than 3:00 p.m., New York City time, on a Business Day that is at least seven (7) and not more than 20 Business Days prior to the Proposed Fixed Rate Date, the Remarketing Agent shall determine the Fixed Rate for the Bonds. The Fixed Rate shall be the rate of interest on the Bonds on and after the Fixed Rate Date and shall be the lowest rate of interest (not in excess of the Maximum Interest Rate) that, in the judgment of the Remarketing Agent as of the date of determination and under prevailing market conditions, would cause the Bonds to have a market value equal to the principal amount thereof. Such determination shall be conclusive and binding upon the Authority, the City, the Trustee, the Remarketing Agent and the Owners of the Bonds. Not later than 4:00 p.m., New York City time on the date of the determination of such Fixed Rate, the Remarketing Agent shall communicate such Fixed Rate by telex, telecopy or other similar electronic means of communication, followed by mailed written notice, to the Trustee, the Authority and the City.

Notwithstanding the Authority's delivery of notice of the exercise of its option to effect a Fixed Rate conversion pursuant to the Trust Agreement, conversion to a Fixed Rate shall not take effect if: (1) the Authority, at the request of the City, withdraws such notice of conversion not later than one Business Day prior to the Proposed Fixed Rate Date; (2) the Remarketing Agent fails to determine the Fixed Rate, as set forth in the Trust Agreement; (3) the notice of conversion to Bondholders required by the Trust Agreement is not given when required; or (4) the Authority fails to furnish the Trustee with written evidence that such conversion will not result in a withdrawal or reduction of the long-term rating on the Bonds by S&P or Fitch. In any of such events, the interest rate on the Bonds shall continue to be payable at a Weekly Rate commencing on the Proposed Fixed Rate Date; provided that the mandatory tender for purchase pursuant to the Trust Agreement shall nevertheless be carried out if notice of conversion to the Fixed Rate has been given to the Bondholders. Withdrawal of a conversion notice shall be given by the Authority to the Trustee, the Tender Agent, the Remarketing Agent, the Liquidity Bank, S&P and Fitch by telephone, promptly confirmed in writing.

The Remarketing Agent

Under the Trust Agreement, the Remarketing Agent may be removed at any time, at the direction of the Authority, upon providing the City, the Remarketing Agent, the Trustee, the Tender Agent and the Liquidity Bank with thirty (30) days' prior written notice and so long as a successor has assumed the duties thereof by the effective date of such removal. The Remarketing Agent may resign at any time and be discharged of the duties and obligations

created by the Remarketing Agreement by giving at least sixty (60) days' notice to the Authority, the Trustee, the Tender Agent and the Liquidity Bank.

Tenders of Bonds

Optional Tenders During Weekly Rate Periods. The Owners of Bonds bearing interest at a Weekly Rate may elect to have their Bonds, or portions thereof such that the portion tendered and the portion retained are each in Authorized Denominations, purchased at a purchase price equal to 100% of the principal amount of such Bonds (or portions thereof), plus accrued interest, if any, to the Optional Tender Date on any Business Day on or prior to conversion from a Weekly Mode to the Fixed Rate Mode upon delivery of a written notice of tender to the Tender Agent and the Remarketing Agent on a Business Day not fewer than seven (7) days prior to the date designated in such notice as the purchase date (each such date, an "Optional Tender Date").

Mandatory Tender Upon Conversion. The Bonds are subject to mandatory tender for purchase on the Proposed Fixed Rate Date at a purchase price equal to the principal amount thereof, plus accrued interest, if any.

Mandatory Tender for Purchase Upon Termination, Expiration, Reduction, Replacement or Modification of the Terms of or Default Under the Liquidity Facility. The Bonds are subject to mandatory tender for purchase upon (a) (i) the termination or expiration of the term of any Liquidity Facility or (ii) such Liquidity Facility being reduced, replaced or modified with the effect that any Outstanding Bond (which is not a Bank Bond) shall no longer be subject to purchase under such Liquidity Facility or (b) the Liquidity Bank notifying the Trustee of an event of default under the Liquidity Facility giving rise to a right on the part of the Liquidity Bank to direct a mandatory tender of the Bonds and directing the Trustee to effect a mandatory purchase of the Bonds. The Bonds are subject to mandatory tender for purchase on the last Business Day which is at least five (5) calendar days prior to any termination, expiration, reduction, replacement or modification of the Liquidity Facility, and on a Business Day not less than fifteen (15) days or more than thirty (30) days after receipt by the Trustee from the Liquidity Bank of notice of an event of default under the Liquidity Facility and directing the Trustee to effect a mandatory purchase of the Bonds. The purchase price for such Bonds will be equal to the principal amount thereof, plus accrued interest, if any.

In the event that in connection with any reduction, replacement or modification of the terms of the Liquidity Facility, the Authority shall deliver to the Trustee, the Tender Agent and the Remarketing Agent, prior to the date that notice of such reduction, replacement or modification of the terms of the Liquidity Facility is required to be given by the Trustee, written evidence from S&P and Fitch to the effect that such reduction, replacement or modification of the terms of the Liquidity Facility, as the case may be, in and of itself, will not result in the withdrawal or reduction of the rating(s) then applicable to the Bonds, then the Bonds shall not be subject to mandatory tender for purchase solely as a result of such reduction, modification or replacement. In the event of a reduction, replacement or modification of the terms of the Liquidity Facility, the Authority will provide notice thereof to the Remarketing Agent and the Bondholders.

Notice of Mandatory Tender for Purchase. In connection with any mandatory tender for purchase of Bonds, the Trustee shall give notice of a mandatory tender for purchase as set forth in the Trust Agreement. See APPENDIX C – “SUMMARY OF PRINCIPAL LEGAL DOCUMENTS—The Trust Agreement.”

Irrevocable Notice Deemed to be Tender of Bond; Undelivered Bonds. The giving of an optional tender notice by a Bondholder shall constitute the irrevocable tender for purchase of each such Bond with respect to which such notice shall have been given, regardless of whether such Bond is delivered to the Tender Agent for purchase on the relevant purchase date.

The Tender Agent may refuse to accept delivery of any Bonds for which a proper instrument of transfer has not been provided; such refusal, however, shall not affect the validity of the purchase of such Bond as herein described. If any Bondholder who shall have given an optional tender notice or which is subject to mandatory tender shall fail to deliver such bond to the Tender Agent, accompanied by an instrument of transfer thereof, at the place and on the applicable date and at the time specified, such Bond shall constitute an Undelivered Bond.

If funds in the amount of the purchase price of the Undelivered Bonds are available for payment to the Bondholder thereof on the date and at the time specified, from and after the date and time of that required delivery, (i) each Undelivered Bond shall be deemed to be purchased, and shall no longer be deemed to be Outstanding under the Trust Agreement; (ii) interest shall no longer accrue thereon; (iii) funds in the amount of the purchase price of each such Undelivered Bond shall be held by the Tender Agent for the benefit of the Owner thereof (provided, that the Owner shall have no right to any investment proceeds derived from such funds), to be paid on delivery (together with an instrument of transfer) of such Undelivered Bond to the Tender Agent; and (iv) the Owner shall have no right to the payment of the purchase price of such Undelivered Bond except from such funds held by the Tender Agent pursuant to the Trust Agreement for such purposes. Any such funds held by the Tender Agent shall be held uninvested and not commingled.

Remarketing of Bonds; Notice of Interest Rates. Upon notice of the tender for purchase of Bonds, the Remarketing Agent shall offer for sale and use its best efforts to sell such Bonds at a price equal to the principal amount thereof plus accrued interest thereon, if any, any such sale to be made on the date of such purchase. Any Bond which is tendered for purchase after such Bond has become subject to mandatory tender for purchase shall be sold by the Remarketing Agent only to a purchaser who specifically agrees in writing that such Bond is so subject to mandatory tender for purchase on the applicable Mandatory Tender Date and agrees to hold such Bond only to such Mandatory Tender Date. The Remarketing Agent shall not be obligated to remarket Bonds during a Weekly Rate Period if the Liquidity Facility is not in full force and effect.

The Remarketing Agent shall use its best ongoing efforts to remarket Bank Bonds, at a price equal to the principal amount of such Bank Bonds plus accrued interest, if any, thereon to the date of sale (calculated at the rates such Bonds would have borne had they not been Bank Bonds). When the Remarketing Agent obtains a purchaser for any Bank Bond, not later than 11:00 a.m. (New York City time) on the Business Day for the sale of such Bank Bond, it shall so advise the Trustee, the Tender Agent, the Authority, the City and the Liquidity Bank by telex,

telephone, telecopier or other electronic means acceptable to the parties, promptly confirmed in writing.

Redemption of Bonds

Optional Redemption. While any Weekly Rate is in effect, the Bonds are subject to optional redemption prior to their stated maturity, as a whole or in part on any Business Day (from such maturities as are designated in writing by the Authority to the Trustee at the direction of the City) from any prepayments made by the City to the Trustee pursuant to the Lease and deposited in the Optional Redemption Account, at a Redemption Price equal to 100% of the principal amount thereof, plus accrued interest to the redemption date, without premium.

After the Fixed Rate Date, the Bonds are subject to optional redemption prior to their stated maturity, as a whole or in part, on any Business Day, (from such maturities as are designated in writing by the Authority to the Trustee at the direction of the City) at such dates and upon such terms as shall be specified in a schedule to be delivered to the Trustee on or prior to the Fixed Rate Date.

Mandatory Redemption from Sinking Fund Payments. The Bonds are also subject to redemption prior to their stated maturity, in part, from mandatory sinking fund payments deposited in the Bond Fund pursuant to the provisions of the Trust Agreement, on each June 1, from and after June 1, 2015, at a Redemption Price equal to 100% of the principal amount thereof, plus accrued interest to the redemption date, without premium as set forth below:

Mandatory Sinking Fund Payment Dates (June 1)	Principal Amount of Mandatory Sinking Fund Payment	Mandatory Sinking Fund Payment Dates (June 1)	Principal Amount of Mandatory Sinking Fund Payment
2015	\$ 600,000	2027	\$1,000,000
2016	600,000	2028	1,100,000
2017	600,000	2029	1,200,000
2018	700,000	2030	1,200,000
2019	700,000	2031	1,300,000
2020	700,000	2032	1,300,000
2021	800,000	2033	1,400,000
2022	800,000	2034	1,500,000
2023	900,000	2035	1,500,000
2024	900,000	2036	1,600,000
2025	1,000,000	2037	1,700,000
2026	1,000,000	2038*	1,800,000

* Maturity date.

Extraordinary Redemption Due to Damage, Destruction or Condemnation. The Bonds are subject to redemption prior to their stated maturity, at the option of the Authority, as a whole or in part by lot from within every stated maturity in integral multiples of Authorized Denominations on any Business Day from prepayments made by the City pursuant to the Lease from Net Proceeds received with respect to the Leased Premises and deposited in the Optional Redemption Account, at a Redemption Price equal to 100% of the principal amount thereof, plus accrued interest to the redemption date, without premium. Whenever less than all of the

Outstanding Bonds are to be redeemed on any one date, the Trustee shall select the Bonds to be redeemed in part from the Outstanding Bonds so that the aggregate annual principal amount of and interest on Bonds which shall be payable after such redemption date shall be as nearly proportional as practicable to the aggregate annual principal amount of and interest on Bonds Outstanding prior to such redemption date.

Redemption of Bank Bonds. Any outstanding Bank Bonds shall be redeemed prior to any other Bonds.

Notice of Redemption. Notice of redemption shall be given by the Trustee to (i) the respective Owners of any Bonds designated for redemption at their addresses appearing on the Bond registration books of the Trustee, (ii) the Information Services and (iii) the Securities Depositories. Each notice of redemption shall state the date of such notice, the redemption date (which redemption date shall not be less than 45 days after notice of redemption shall have been delivered to the Trustee by the Authority at the request of the City pursuant to the Lease), the Redemption Price (including any premium), the place or places of redemption (including the name and appropriate address or addresses of the Trustee), the CUSIP number (if any) of the maturity, and, if less than all the Bonds are to be redeemed, the distinctive bond numbers of the Bonds to be redeemed and, in the case of Bonds to be redeemed in part only, the respective portions of the principal amount thereof to be redeemed. Each such notice shall also state that on said date there will become due and payable on each of said Bonds the Redemption Price thereof or of said specified portion of the principal amount thereof in the case of a Bond to be redeemed in part only, together with interest accrued thereon to the redemption date, and that from and after such redemption date interest thereon shall cease to accrue, and shall require that such Bonds be then surrendered at the address or addresses of the Trustee specified in the redemption notice.

With respect to any notice of optional redemption of Bonds unless, upon the giving of such notice, such Bonds shall be deemed to have been paid pursuant to the terms of the Trust Agreement or unless the Trustee has cash or securities meeting the requirements of the Trust Agreement sufficient to pay the Redemption Price of such Bonds called for redemption, such notice may state that such redemption shall be conditional upon the receipt by the Trustee on or prior to the date fixed for such redemption of moneys sufficient to pay the principal or, premium, if any, due with respect to such Bonds and interest thereon, and that if such moneys shall not have been so received said notice shall be of no force and effect and the Trustee shall not be required to redeem such Bonds. In the event that such notice of redemption contains such a condition and such moneys are not so received, the redemption shall not be made and the Trustee shall within a reasonable time thereafter give notice, in the manner in which the notice of redemption was given, that such moneys were not so received.

Any notice of redemption shall be mailed by first-class mail, postage prepaid, to Bondholders, not less than 30 days or more than 60 days prior to the date fixed for redemption, except in the case of redemptions of the Bonds that bear interest at a Weekly Rate, in which case not less than 25 days or more than 45 days prior to the date fixed for redemption. Notices to the Information Services shall be mailed by the Trustee by first-class, certified, registered or overnight mail at the time of the mailing of notices to Bondholders. Notices to the Securities Depositories shall be given by telecopy or by first-class, certified, registered or overnight mail at

least one Business Day before the mailing of notices to Bondholders. So long as DTC is acting as security depository for the Bonds, notice of redemption will be mailed to DTC or its nominee, not to the beneficial owners of the Bonds. See APPENDIX E – “BOOK-ENTRY ONLY SYSTEM” herein.

Neither failure to receive any notice nor any defect in such notice so given shall affect the sufficiency of the proceedings for the redemption of such Bonds.

Partial Redemption of Bonds; Selection of Bonds for Redemption. Upon surrender of any Bond redeemed in part only, the Authority shall execute, and the Trustee shall authenticate and deliver to the Owner thereof, at the expense of the Authority, a new Bond or Bonds of Authorized Denominations equal in aggregate principal amount to the unredeemed portion of the Bond surrendered. In the event of an optional redemption or extraordinary redemption, mandatory sinking fund payments will be reduced in the order specified by the Authority.

Whenever provision is made in the Trust Agreement for the redemption of Bonds and less than all Outstanding Bonds are called for redemption, the Trustee shall select Bonds for redemption first from Bank Bonds, and then by lot in such manner as the Trustee shall reasonably determine among all other Bonds.

Effect of Redemption. Moneys for payment of the Redemption Price of, together with interest accrued to the redemption date on, the Bonds (or portions thereof) so called for redemption being held by the Trustee, on the redemption date designated in such notice, the Bonds (or portions thereof) so called for redemption shall become due and payable at the Redemption Price specified in such notice and interest accrued thereon to the redemption date, interest on the Bonds so called for redemption shall cease to accrue from and after the redemption date, said Bonds (or portions thereof) shall cease to be entitled to any benefit or security under the Trust Agreement, and the Owners of said Bonds shall have no rights in respect thereof except to receive payment of said Redemption Price and accrued interest to the redemption date. All Bonds redeemed pursuant to the provisions of the Trust Agreement shall be cancelled upon surrender thereof.

SECURITY AND SOURCES OF REPAYMENT FOR THE BONDS

Pledge of Revenues; Assignment of Rents

The Bonds are payable from and secured by a pledge of and lien on the Revenues and any other amounts (including proceeds of the sale of the Bonds) held in any fund or account established pursuant to the Trust Agreement. “Revenues” are defined in the Trust Agreement to include (i) all amounts received by the Authority or the Trustee pursuant to or with respect to the Lease, including without limitation, Lease Payments (including both timely and delinquent payments, any late charges and whether paid from any source), prepayments, insurance proceeds and condemnation proceeds, but not including any Additional Payments or Reserve Replenishment Rent and (ii) investment income with respect to any moneys held by the Trustee under the Trust Agreement (except the Purchase Fund). The Trust Agreement provides, subject to the terms thereof, all of the Revenues and any other amounts held in any fund or account established pursuant to the Trust Agreement are pledged in the Trust Agreement to secure the

payment of principal and interest on the Bonds. Pursuant to the Trust Agreement, the Authority transfers, assigns and sets over to the Trustee, for the benefit of the Owners of the Bonds, all of the Authority's rights under the Lease, including, without limitation, (1) the right to receive and collect all of the Lease Payments (including any Excess Amount), prepayments, Additional Payments and Reserve Replenishment Rent from the City under the Lease or the Trust Agreement, as applicable, (2) the right to receive and collect any proceeds of any insurance maintained thereunder, or any condemnation award rendered with respect to the Leased Premises, or of any lease or sale of the Leased Premises in the event of a default by the City under the Lease, (3) the right to take all actions and give all consents under the Lease, (4) the right to exercise such rights and remedies conferred on the Authority pursuant to the Lease as may be necessary or convenient (i) to enforce payment of the Lease Payments (including any Excess Amount), prepayments, Additional Payments and Reserve Replenishment Rent and any other amounts required to be deposited in the Bond Fund or the Insurance and Condemnation Fund, or (ii) otherwise to protect the interests of the Authority in the event of a default by the City under the Lease and (5) the right of the Authority to receive rental in excess of Lease Payments as compensation for re-leasing the Leased Premises upon events of default under the Lease.

The Trustee shall be entitled to and shall collect and receive all of the Revenues, and any Revenues collected or received by the Authority shall be deemed to be held, and to have been collected or received, by the Authority as the agent of the Trustee and shall forthwith be paid by the Authority to the Trustee without any set-off whatsoever. The Trustee is entitled to (subject to the provisions of the Trust Agreement) take all steps, actions and proceedings following any Event of Default reasonably necessary in its judgment to enforce, either jointly with the Authority or separately, all of the rights of the Authority assigned to the Trustee and all of the obligations of the City under the Lease.

All Revenues shall be held in trust for the benefit of the Owners from time to time of the Bonds, but shall nevertheless be disbursed, allocated and applied solely for the uses and purposes set forth in the Trust Agreement.

THE BONDS DO NOT CONSTITUTE A DEBT OR LIABILITY, OR A PLEDGE OF THE FAITH AND CREDIT, OF THE CITY, THE SUCCESSOR AGENCY OR OF ANY POLITICAL SUBDIVISION THEREOF, OTHER THAN THE AUTHORITY, WHICH SHALL ONLY BE OBLIGATED TO PAY THE BONDS SOLELY FROM THE REVENUES AND FUNDS PROVIDED FOR IN THE TRUST AGREEMENT. THE ISSUANCE OF THE BONDS SHALL NOT DIRECTLY OR INDIRECTLY OR CONTINGENTLY OBLIGATE THE CITY TO LEVY OR TO PLEDGE ANY FORM OF TAXATION WHATEVER THEREFOR FOR THEIR PAYMENT.

Bond Fund

Upon the receipt thereof, the Trustee shall deposit all Revenues in the Bond Fund, except that all moneys received by the Trustee and required under the Trust Agreement or the Lease to be deposited in the Reserve Fund or the Insurance and Condemnation Fund will be deposited in such funds. The Trustee will, subject to the terms of the Trust Agreement, disburse and apply amounts in the Bond Fund as described below.

On each Interest Payment Date, the Trustee will apply moneys in the Bond Fund (whether or not Lease Payments are then in abatement) to pay the interest on the Bonds as such interest shall become due and payable (including accrued interest on any Bonds purchased or redeemed prior to maturity pursuant to the Trust Agreement).

On each principal payment date, the Trustee will apply moneys in the Bond Fund (whether or not Lease Payments are then in abatement) to pay the principal of the Bonds as such principal becomes due and payable.

On each mandatory sinking fund payment date, the Trustee shall apply moneys in the Bond Fund (whether or not Lease Payments are then in abatement) to the redemption of Bonds in the principal amounts and on the applicable mandatory sinking fund payment dates. See “THE BONDS—Redemption of Bonds” above.

Reserve Fund

Pursuant to the Trust Agreement, the Trustee shall maintain a Reserve Fund. Pursuant to the Trust Agreement, the Reserve Requirement is \$2,000,000. On the Closing Date, there will be on deposit in the Reserve Fund an amount equal to the Reserve Requirement. All moneys in the Reserve Fund shall be held by the Trustee in trust for the benefit of the Owners of the Bonds, as a reserve for the payment when due of all the Lease Payments paid pursuant to the Lease and of all payments on the Bonds.

The Trust Agreement provides that the Reserve Fund shall be replenished in the following priority: (i) any Reserve Credit Facility shall be paid from first available Reserve Replenishment Rent; (ii) after all such amounts are paid in full, amounts necessary to fund the Reserve Fund to the required level, after taking into account the amounts available under any Reserve Credit Facility shall be deposited from next available Reserve Replenishment Rent.

The Lease

General. Revenues of the Authority pledged under the Trust Agreement consist primarily of the Lease Payments to be made by the City to the Authority under the Lease. The obligation of the City to pay Lease Payments to the Authority when due is a general fund obligation of the City. **The City has not pledged the full faith and credit of the City, the State of California or any agency or department thereof, to the payment of the Lease Payments or any other payments due under the Lease.**

Pursuant to the Lease, the Authority leases to the City (without option to purchase and subject to the Permitted Encumbrances) the real property where the Leased Premises are located, together with improvements thereon (defined in the Lease and sometimes referred to in this Official Statement as the “Leased Premises”), upon the terms and conditions set forth in the Lease.

The (i) Amended and Restated Operation and Reciprocal Easement Agreement dated May 1, 2000 (the “REA”), among the Successor Agency to the Pasadena Community Development Commission (successor in interest to the Pasadena Community Development Commission) (the “Successor Agency”), Developers Diversified Realty (successor in interest to

H-CHH Associates) (the “Developer”) and Federated Western Properties, Inc., an Ohio Corporation and (ii) the Parking Operation and Maintenance Agreement dated May 1, 2000 (the “POMA”) among the Successor Agency, the Developer and Federated Western Properties, Inc., an Ohio Corporation was recorded before the Lease was recorded, and accordingly the Lease and the rights of the parties under the Lease are subject to the terms and conditions of the REA and the POMA. See “THE LEASED PREMISES—Existing Encumbrances on the Leased Premises” herein.

Lease Payments. Subject to the provisions of the Lease regarding abatement in the event of loss of use of any component of the Leased Premises (See “RISK FACTORS—Abatement of Lease Payments” below) and regarding prepayment of Lease Payments, the City agrees to pay to the Authority, its successors and assigns, as annual rental for the use and possession of the Leased Premises, the Lease Payments plus any undischarged portion of the Excess Amount (as described below); provided that the aggregate Lease Payments (including any Excess Amount), Additional Payments (as described below) and Reserve Replenishment Rent (as described below) shall not exceed the Maximum Annual Lease Payments in any Lease Year, which shall represent all sums necessary for the payment of debt service on the Bonds. In addition to the Lease Payments, the City shall also pay Additional Payments as shall be required for the payment of all administrative costs relating to the Bonds, including without limitation all expenses, compensation and indemnification of the Trustee (including its counsel) payable by the Authority under the Trust Agreement, fees of the Remarketing Agent, fees of auditors, accountants, attorneys or engineers, amounts owed to the Liquidity Bank and all other necessary administrative costs of the Authority or charges required to be paid by the Authority in order to maintain its existence or to comply with the terms of the Bonds or of the Trust Agreement, including premiums on insurance maintained pursuant to the Lease to indemnify the Authority and its officers and directors.

The difference in each Lease Year between the Maximum Annual Lease Payments and the Lease Payments, Additional Payments and Reserve Replenishment Rent actually paid by the City in such Lease Year, to the extent that such Lease Payments, Additional Payments and Reserve Replenishment Rent actually paid are less than the Maximum Annual Lease Payments (the “Excess Amount”), will remain an obligation of the City to be paid in any future Lease Year or for any past Lease Year as and when needed to pay Lease Payments, including amounts payable to the Liquidity Bank pursuant to the Bank of the West Liquidity Facility, as and when the aggregate of such rental payments exceeds or exceeded the Maximum Annual Lease Payments in such Lease Year. Except to the extent of such Excess Amount, the City has no obligation to pay Lease Payments, Additional Payments and Reserve Replenishment Rent for the Leased Premises, including amounts payable to the Liquidity Bank under Bank of the West Liquidity Facility, in any Lease Year in an amount greater than the Maximum Annual Lease Payments; provided, however, that in the event that the sum of the Lease Payments, Additional Payments and Reserve Replenishment Rent and the Excess Amount is less than the amount necessary to pay the Lease Payments, Additional Payments and Reserve Replenishment Rent due under the Lease, amounts on deposit in the Reserve Fund shall be used, to the extent available, to make up any such deficiency.

Covenant to Budget. The City covenants to take such action as may be necessary to include all Lease Payments, Additional Payments and Reserve Replenishment Rent (to the extent

the amount of such Additional Payments and Reserve Replenishment Rent is known to the City at the time its annual budget is proposed) due under the Lease in the City's annual budget, to maintain such amounts to the extent unpaid in that Fiscal Year in its budget throughout such Fiscal Year, and to make the necessary annual appropriations therefor. To the extent the amounts of such payments become known after the adoption of the City's annual budget, such amounts shall be included and maintained in such budget as amended. During the term of the Lease, the City will annually on or before July 1 of each year furnish to the Trustee certification that the City has complied with these requirements.

Abatement

Period. The obligation of the City to pay Lease Payments shall be abated during any period in which by reason of damage, destruction or taking by eminent domain or condemnation with respect to any item or portion of the Leased Premises there is substantial interference with the use and possession of such item or portion of the Leased Premises by the City. Under the Lease the City waives the benefits of Civil Code Sections 1932(2) and 1933(4) and any and all other rights to terminate the Lease by virtue of any such interference and the Lease shall continue in full force and effect.

Amount. The amount of any abatement shall be determined by the City such that the resulting Lease Payments represent fair rental value for the use and possession of the item or portion of the Leased Premises not damaged, destroyed, or taken. The City shall obtain an independent appraisal of the value of the Leased Premises in making such determination. Such abatement shall commence with such damage, destruction or taking and end with the substantial completion of the replacement or repair; provided, however, that during abatement, available moneys on deposit in the Reserve Fund and the Bond Fund and other special fund sources of money, including without limitation proceeds of rental interruption insurance, shall be applied to pay the Lease Payments. Upon the cessation of the occurrence of any abatement event during the term of the Lease, the City shall deliver to the Trustee a Certificate of the City, accompanied by a written appraisal from a qualified appraiser, who may but need not be an employee of the City, stating the then current fair rental value. In the event such fair rental value is greater than the fair rental value on the date of original issuance of the Bonds, the Lease Payments shall be increased to reflect such incremental value so that all amounts abated shall, to the extent possible, be recouped during the remaining term of the Lease.

Insurance

Fire, Extended Coverage and Earthquake Insurance. The City shall procure or cause to be procured and maintain, throughout the term of the Lease insurance against loss or damage to any structures constituting any part of the Leased Premises by fire and lightning, with extended coverage insurance, vandalism and malicious mischief insurance, and, following completion of construction, sprinkler system leakage insurance, boiler explosion insurance (to the extent applicable), earthquake insurance (but as to earthquake insurance only to the extent insurance is commercially available on the open market from reputable insurance companies) and debris removal insurance. Such insurance is in an amount equal to the replacement cost (without deduction for depreciation) of all structures constituting any part of the Leased Premises, excluding the cost of excavations, of grading and filling of the land and of other usual

exclusions (except that such insurance may be subject to deductible clauses for any one loss of not to exceed \$250,000 or, in the case of earthquake insurance, the lowest reasonably available deductible) or, in the alternative, is in an amount and in a form sufficient in the event of total or partial loss, to enable all Bonds then Outstanding to be redeemed.

As an alternative to providing such casualty insurance or deductible clauses, the City may provide a self-insured deductible or a self-insurance method or plan of protection (which must include earthquake protection) (but only from a special fund of the City for which the general fund of the City is not in any fashion obligated nor to which the City is otherwise obligated to make payments), but only if (i) the City obtains and provides to the Trustee, the Successor Agency, the Authority and the Liquidity Bank a certificate of an Insurance Consultant to the effect that such deductible or method and plan (and the amount contained in the related self-insurance fund) is actuarially sufficient to provide the deductibles or coverages in the scope and amounts contemplated by the Lease and (ii) the utilization of such self-insured deductible or method or plan will not preclude the obtaining of the rental interruption insurance required by the Lease or cause the cancellation of any such insurance. In the event such a certificate and the required consents are so obtained and delivered, the self-insured deductible or self-insurance method or plan described therein may be implemented, but only for a period of twelve months from the date of any such certificate of an Insurance Consultant, and thereafter for each additional twelve month period which is immediately preceded by delivery to the Trustee, the Successor Agency and the Authority of a new certificate of an Insurance Consultant.

In the event of any damage to or destruction of any part of the Leased Premises caused by the perils covered by such insurance, the Authority, the Successor Agency and the City, shall cause the proceeds of such insurance to be deposited in the Insurance and Condemnation Fund. In either event, the proceeds of such insurance shall be utilized for the repair, reconstruction or replacement of the damaged or destroyed portion of the Leased Premises.

Liability Insurance. The City shall procure or cause to be procured and maintain, throughout the term of the Lease a standard comprehensive general liability (including automobile liability) insurance policy or policies in protection of the Successor Agency and the Authority and their respective members, officers, agents and employees and the Trustee, indemnifying said parties against all direct or contingent loss or liability for damages for personal injury, death or property damage occasioned by reason of the operation of the Leased Premises, with minimum liability limits of \$1,000,000 for personal injury or death of each person and \$3,000,000 for personal injury or deaths of two or more persons in each accident or event, and in a minimum amount of \$200,000 (subject to a deductible clause of not to exceed \$5,000) for damage to property resulting from each accident or event. Such public liability and property damage insurance may, however, be in the form of a single limit policy in the amount of \$3,000,000 covering all such risks subject to the adjustment specified in the preceding sentence. Such liability insurance may be maintained as part of or in conjunction with any other liability insurance carried by or on behalf of the City.

As an alternative to providing such liability insurance, the City may provide a self-insurance method or plan of protection (but only from a special fund of the City to which the general fund of the City is not in any fashion obligated), but only if the City obtains and provides the Trustee, the Authority and the Successor Agency with a certificate of an Insurance

Consultant to the effect that such insurance method and plan (and the amount of the self-insurance plan) is actuarially sufficient to provide the coverages in the scope and amounts contemplated by the Lease. In the event such a certificate is so obtained and delivered, the self-insurance method or plan described therein may be continued, but only for a period of one year after the date of any certificate of an Insurance Consultant, and thereafter for annual periods so long as there is a new certificate of an Insurance Consultant obtained and delivered to the Trustee, the Successor Agency and the Authority at annual intervals.

Rental Interruption Insurance. The City shall procure or cause to be procured and maintain throughout the term of the Lease rental interruption or use and occupancy insurance to cover loss, total or partial, of the rental income from or the use of the Leased Premises as the result of any of the hazards covered by the insurance required by the Lease, payable over a period of at least three years in an amount sufficient to pay the total rent under the Lease for a period of at least three years.

Worker's Compensation. The City shall also maintain worker's compensation insurance to insure its employees against liability for compensation under the Worker's Compensation Insurance and Safety Act. As an alternative, such insurance may be maintained as part of or in conjunction with any other insurance carried by the City. Such insurance may be maintained by the City in the form of self-insurance.

Title Insurance. The City obtained title insurance on the Leased Premises in an amount equal to the aggregate principal amount of the Bonds, issued by a company of recognized standing duly authorized to issue the same, subject only to Permitted Encumbrances.

Default and Remedies Under the Lease

If the City fails to pay any rental payable under the Lease when the same becomes due and payable, or the City fails to keep, observe or perform any other term, covenant or condition contained in the Lease to be kept or performed by the City, the City shall be deemed to be in default under the Lease and it shall be lawful for the Authority to exercise any and all remedies available pursuant to law or granted pursuant to the Lease, provided that the Leased Premises continue to be operated and maintained as a public off-street vehicular parking facility. Upon any such default, the Authority, in addition to all other rights and remedies it may have at law, shall have the option to do any of the following:

- (1) Terminate the Lease on account of default by the City, notwithstanding any re-entry or re-letting of the Leased Premises and remove all persons in possession thereof and all personal property wheresoever situated upon the Leased Premises and place such personal property in storage in any warehouse or other suitable place in the County of Los Angeles, State of California, provided that the Leased Premises continue to be operated and maintained as a public off-street vehicular parking facility. In the event of such termination, the City agrees to surrender immediately possession of the Leased Premises and to pay the Authority all damages recoverable at law that the Authority may incur by reason of default by the City, including, without limitation, any costs, loss or damage whatsoever arising out of, in connection with, or incident to any such re-entry upon the Leased Premises and removal or storage of such property by the

Authority or its duly authorized agents in accordance with the Lease. The City covenants and agrees that no surrender of the Leased Premises or of the remainder of the term of the Lease or any termination of the Lease shall be valid in any manner or for any purpose whatsoever unless stated or accepted by the Authority by such written notice.

(2) Without terminating the Lease, (i) to collect each installment of rent as it becomes due and enforce any other term or provision hereof to be kept or performed by the City or (ii) to exercise any and all rights of entry and re-entry upon the Leased Premises as provided in the Lease. In the event the Authority does not elect to terminate the Lease, the City shall remain liable and agrees to keep or perform all covenants and conditions to be kept or performed by the City and, if the Leased Premises are not re-let, to pay the full amount of the rent annually to the end of the term of the Lease or, in the event that the Leased Premises are re-let, to pay any deficiency in rent that results therefrom; and further agrees to pay said rent and/or rent deficiency punctually at the same time and in the same manner as provided in the Lease for the payment of rent (without acceleration).

Upon the occurrence of an event of default, there is no remedy of acceleration of the total Lease Payments due over the term of the Lease.

LIQUIDITY FACILITY

Provisions in Trust Agreement Concerning the Liquidity Facility

The Authority shall use its best efforts to cause a Liquidity Facility to be provided with respect to the Bonds at all times during and on the first day following a Weekly Rate Period. The Liquidity Facility shall be available solely to pay purchase price of the Bonds. See APPENDIX C – “SUMMARY OF PRINCIPAL LEGAL DOCUMENTS—THE TRUST AGREEMENT.”

Pursuant to the Trust Agreement, the Trustee is instructed to request payment under the Liquidity Facility or any Alternate Liquidity Facility at the times, in the manner and for the purposes set forth in the Trust Agreement and in the Liquidity Facility or Alternate Liquidity Facility to pay the purchase price of the Bonds. No principal or interest shall be payable from the Liquidity Facility or Alternate Liquidity Facility, except as part of the purchase price of any Bonds.

The Trustee shall give notice by mail to the Bondholders of the Bonds (1) on or before the 15th day preceding the termination or expiration of any Liquidity Facility in accordance with its terms, or any reduction, replacement or material modification of the terms of the Liquidity Facility, or (2) in the case of receipt by the Trustee of notice from the Liquidity Bank that an event of default has occurred under the Liquidity Facility and directing the Trustee to effect a mandatory purchase of the Bonds, within two Business Days following the receipt of such notice of an event of default, which notice shall, to the extent applicable, (a) describe generally the Liquidity Facility in effect prior to such termination, expiration or replacement, and the Alternate Liquidity Facility, if any, to be in effect upon such termination, expiration or replacement, (b) state the date of such termination, expiration, reduction, replacement or modification,

(c) describe any reduction or modification of the Liquidity Facility, (d) specify the rating, if any, to be applicable to the Bonds after such termination, expiration, reduction, replacement or modification of the Liquidity Facility or state that no ratings have been obtained with respect to the Bonds for the period subsequent to such termination, expiration, reduction, replacement or modification, and (e) unless the Liquidity Facility has been replaced by an Alternate Liquidity Facility, state that the Bonds will be purchased on the second Business Day preceding such termination, expiration, reduction, replacement or modification or, in the case of a mandatory purchase due to the occurrence of an event of default under the Liquidity Facility, on the date determined as provided in the Trust Agreement. The Authority will give the Trustee written notification of any termination, expiration, reduction, replacement or modification, of the terms of or event of default under the Liquidity Facility as soon as practicable after receiving knowledge thereof. The Authority shall provide the Trustee with written notice of any information required to enable the Trustee to give the foregoing notice and shall provide the Trustee with the form of such notice; provided, however, that in the event the Authority fails to provide such notice, the Trustee shall provide such notice.

THE BANK OF THE WEST LIQUIDITY FACILITY

The following summarizes certain provisions of the Bank of the West Liquidity Facility, to which document, in its entirety, reference is made for the complete provisions thereof. The provisions of any Alternate Liquidity Facility may be different from those summarized below.

The Authority, the City, the Trustee and the Liquidity Bank will enter into the Bank of the West Liquidity Facility, which provides for the purchase of Bonds which have not been remarketed upon the optional or mandatory tender for purchases thereof under the Trust Agreement.

The Bank of the West Liquidity Facility will be executed and delivered by the Liquidity Bank with an initial available commitment of \$_____. The Trustee, upon compliance with the terms of the Bank of the West Liquidity Facility, is authorized and directed to pay the portion of the purchase price of eligible Weekly Rate Bonds delivered for purchase pursuant to a demand for purchase by the owner thereof or a mandatory tender for purchase and not remarketed equal to the principal amount of such Weekly Rate Bonds, plus an amount not to exceed 34 days of accrued interest on such Bonds at a rate of 12% per annum to pay interest on Weekly Rate Bonds when due.

The Liquidity Bank's available commitment under the Bank of the West Liquidity Facility (the "Available Commitment") will terminate on the earliest to occur of (i) September __, 2019, as such date may be extended from time to time, pursuant to the Bank of the West Liquidity Facility; (ii) the date the City reduces the Available Commitment to zero by delivery of a certification in the form required by the Bank of the West Liquidity Facility; (iii) the Fixed Rate Conversion Date (but only if all the Bonds then bear interest at a Fixed Rate and only after the Liquidity Bank has purchased any Bonds required to be purchased on such date as provided in the Trust Agreement); (iv) the date which is 30 days after the Liquidity Bank delivers a Notice of Mandatory Tender; (v) the close of business on the Business Day immediately succeeding the date on which an Alternate Liquidity Facility becomes effective

pursuant to the terms of the Trust Agreement; (vi) the date on which an Event of Termination occurs; and (vii) the date on which no Bonds are Outstanding.

Upon the occurrence of an Event of Termination (as defined below) described in paragraphs (a), (b)(i), (c), (d)(i) or (e) under “*Events of Termination*” below, the Available Commitment shall immediately be reduced to zero, in which case the obligations of the Liquidity Bank under the Bank of the West Liquidity Facility will immediately terminate and expire without the requirement of notice by the Liquidity Bank. After such termination or expiration, the Liquidity Bank will deliver, within two (2) Business Days, to the Authority, the City, the Trustee and the Remarketing Agent written notice of such termination or expiration; provided, that the Bank will incur no liability or responsibility whatsoever by reason of its failure to give such notice and such failure to provide such written notice will have no effect on the validity or enforceability of such termination or expiration.

Upon the occurrence of any Event of Default (as defined below) or an Event of Termination described in (b)(ii) under “*Events of Termination*” below, the Liquidity Bank may give written notice of such Event of Default or Event of Termination, as applicable, and termination of the Bank of the West Liquidity Facility (a “Notice of Termination”) and request a Default Tender, to the Trustee, the Authority, the City and the Remarketing Agent specifying the date on which the Available Commitment and the Commitment Period terminates, which date shall not be earlier than the thirtieth (30th) day (or if such day is not a Business Day, the next following Business Day) after such Notice of Termination is received by the Trustee. On such date the Available Commitment will terminate and the Liquidity Bank shall be under no obligation under the Bank of the West Liquidity Facility to purchase Bonds.

Upon the occurrence of an Event of Termination described in (d)(ii) under “*Events of Termination*” below, the obligations of the Liquidity Bank to purchase Weekly Rate Bonds will be immediately and automatically suspended from the time of the occurrence of such Event of Termination, and in the event any provision of the Bank of the West Liquidity Facility, the Bonds, the Authority Lease, the Lease or the Trust Agreement relating to the ability or obligation of the Authority or the City to make payments of principal or interest on the Bonds (including Bank Bonds (as defined in the Bank of the West Liquidity Facility)) is declared to be null and void, or it is determined that the Authority or the City has no liability under the Bank of the West Liquidity Facility, the Bonds, the Authority Lease, the Lease or the Trust Agreement, in any case, by a court or other governmental authority with competent jurisdiction, then the obligations of the Liquidity Bank under the Bank of the West Liquidity Facility will terminate in accordance with the provisions of the Bank of the West Liquidity Facility; provided, however, that if such provisions are upheld in their entirety, then the Liquidity Bank’s obligations under the Bank of the West Liquidity Facility will be automatically reinstated and the terms of the Bank of the West Liquidity Facility will continue in full force and effect (unless the Bank of the West Liquidity Facility will have otherwise expired or been terminated in accordance with its terms) as if there had been no such suspension. If the Event of Termination which gave rise to the suspension of the obligations of the Liquidity Bank under the Bank of the West Liquidity Facility has not been cured or does not cease to exist prior to the three (3) year anniversary of such occurrence, the obligations of the Liquidity Bank under the Bank of the West Liquidity Facility will be terminated upon written notice from the Liquidity Bank, to the Authority, and

thereafter the Liquidity Bank shall have no further obligations under the Bank of the West Liquidity Facility.

Upon the occurrence of an Event of Termination described in (c)(ii) or (c)(iii) under “*Events of Termination*” below, the obligation of the Liquidity Bank to purchase Bonds under the Bank of the West Liquidity Facility shall immediately terminate and expire without the requirement of notice by the Bank upon the first to occur of (A) (i) the appointment of a receiver or similar official for the Authority or the City or (ii) an order by the court before which such case, proceeding or other action was brought is entered granting the relief described in (c)(i) under “*Events of Termination*” below or (B) (i) in the case of (c)(ii) under “*Events of Termination*” below, the close of business on the sixtieth (60th) day following commencement of the case, proceeding or other action described in (c)(i) if said case, proceeding or other action has not been dismissed, discharged or bonded by the close of business on such sixtieth (60th) day or (ii) in the case of (c)(iii) under “*Events of Termination*” below, the close of business on the sixtieth (60th) day if the case, proceeding or action described therein has not been vacated, discharged, or stayed or bonded pending appeal prior to the close of business on such sixtieth (60th) day. In the event that an order described in clause (A)(ii) above is denied prior to the sixtieth (60th) day following commencement of the case, proceeding or other action described therein, or in the event that such case, proceeding or other action described in clause (A) is, in the case of clause (B)(i) above, dismissed, discharged or bonded on or prior to the close of business on the sixtieth (60th) day or, in the case of clause (B)(ii) above, such case, proceeding or other action is vacated, discharged, or stayed or bonded pending appeal prior to the close of business on such sixtieth (60th) day, the obligations of the Bank to purchase Bonds under the Bank of the West Liquidity Facility shall not terminate and the terms of the Bank of the West Liquidity Facility will continue in full force and effect (unless the obligations of the Bank to purchase Bonds thereunder shall have otherwise terminated in accordance with the terms thereof).

In addition to the rights and remedies set forth in the immediately four preceding paragraphs, in the case of any Event of Termination under the Bank of the West Liquidity Facility or in the case of any Event of Default under the Bank of the West Liquidity Facility, the Liquidity Bank shall have all the rights and remedies available to it under the Bank of the West Liquidity Facility, the Financing Documents (as defined below) or otherwise pursuant to law or equity; provided, however, that the Liquidity Bank shall not have the right to terminate its obligation to purchase Bonds or to declare any amount due under the Bank of the West Liquidity Facility due and payable except as expressly provided therein.

“*Events of Termination*” under the Bank of the West Liquidity Facility include the following:

(a) Payments. Any principal of, or interest on any Bonds or Bank Bonds is not paid when due (whether by scheduled maturity, required prepayment, acceleration, demand or otherwise); or

(b) Other Obligations. (i) The City or the Authority, as applicable, fails to pay when due and payable (whether by scheduled maturity, required prepayment, acceleration, demand or otherwise) any indebtedness of the Authority or the City, as applicable, which constitutes a

general fund lease obligation of the City which is payable on a priority senior to or on a parity with the Bonds, and such failure continues beyond any applicable period of grace specified in any underlying resolution, indenture, contract or instrument providing for the creation of or concerning such indebtedness, or (ii) pursuant to the provisions of any resolution, indenture, contract or instrument providing for the creation of or concerning any indebtedness of the Authority or the City, as applicable, which constitutes a general fund lease obligation of the City, the maturity of any such indebtedness, as a result of the occurrence of any default by the Authority or the City, as applicable, under such resolution, indenture, contract or instrument and the continuance of such default beyond any applicable period of grace set forth therein, such indebtedness is or may be accelerated, or may be required to be prepaid prior to the stated maturity thereof; or

(c) Insolvency. (i) The Authority or the City commences any case, proceeding or other action (A) under any existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganization or relief of debtors, seeking to have an order for relief entered with respect to it, or seeking to adjudicate it a bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, composition or other relief with respect to it or its Debts (as defined in the Bank of the West Liquidity Facility), or (B) seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or any substantial part of its assets, or the Authority or the City shall make a general assignment for the benefit of its creditors; or (ii) there will be commenced against the Authority or the City any case, proceeding or other action of a nature referred to in clause (i) above which (x) results in an order for such relief or in the appointment of a receiver or similar official or (y) remains undismissed, undischarged or unbonded for a period of sixty (60) days; or (iii) there will be commenced against the Authority or the City, any case, proceeding or other action seeking issuance of a warrant of attachment, execution, distraint or similar process against all or any substantial part of its assets, which results in the entry of an order for any such relief which will not have been vacated, discharged, or stayed or bonded pending appeal within sixty (60) days from the entry thereof; or (iv) the Authority or the City takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the acts set forth in clause (i), (ii) or (iii) above; or (v) the Authority or the City will generally not, or will be unable to, or so admit in writing its inability to, pay its Debts; or (vi) the Authority, the City or the State of California or any governmental authority having jurisdiction over the Authority or the City imposes a debt moratorium with respect to repayment when due and payable of the principal of or interest on any indebtedness of the Authority or the City; or

(d) Invalidity. (i) Any provision of the Bank of the West Liquidity Facility, the Bonds, the Authority Lease, the Lease or the Trust Agreement relating to the payment of principal or interest on Bonds or Bank Bonds shall at any time for any reason cease to be valid and binding on, or fully enforceable against, the Authority or the City as determined by any court or governmental authority having appropriate jurisdiction in a final nonappealable judgment, or (ii)(a) the validity or enforceability of any provision of the Bank of the West Liquidity Facility, the Bonds, the Authority Lease, the Lease or the Trust Agreement relating to the payment of principal or interest on Bonds or Bank Bonds shall be contested in writing by an authorized representative of the Authority or the City pursuant to official action of the governing bodies thereof or (b) any governmental authority having appropriate jurisdiction over the Authority or the City makes a finding or ruling or shall enact or adopt legislation or issue an executive order

or enter a judgment or decree pursuant to which any material provision of the Bank of the West Liquidity Facility, the Bonds, the Authority Lease, the Lease or the Trust Agreement relating to the payments of principal or interest on Bonds or Bank Bonds will be null and void, invalid or unenforceable, or (c) the Authority or the City, pursuant to official action, denies in writing that the Authority or City, as applicable, has any or further liability or obligation under the Bank of the West Liquidity Facility, the Bonds, the Authority Lease, the Lease and the Trust Agreement; or

(e) Ratings Downgrade. The long term unenhanced rating by Fitch and S&P on any general fund lease obligation indebtedness of the City which is payable on a priority senior to or on a parity with the Bonds is withdrawn or suspended for credit related reasons or reduced below “BBB-” (or its equivalent) and “BBB-” (or its equivalent), respectively.

“*Events of Default*” under the Bank of the West Liquidity Facility include the following:

(a) Other Payments. Nonpayment of other amounts payable under the Bank of the West Liquidity Facility (not otherwise referred to in paragraph (a) under “*Events of Termination*,” and such failure to pay continues for ten (10) days after the same has become due; or

(b) Representation. Any material representation or warranty made by the Authority or the City to the Bank in the Bank of the West Liquidity Facility, a Financing Document or in any certificate or statement delivered under the Bank of the West Liquidity Facility is incorrect or untrue in any material respect when made or deemed to have been made; or

(c) Certain Covenants. The Authority or the City, as applicable, defaults in the due performance or observance of certain covenants set forth in the Bank of the West Liquidity Facility; or

(d) Other Covenants. The Authority defaults in any material respect in the due performance or observance of any other term, covenant or agreement contained or incorporated by reference in the Bank of the West Liquidity Facility (other than those referred to in paragraph (a) under “*Events of Termination*” above and paragraphs (a), (b) and (c) under “*Events of Default*”) and such default remains unremedied for a period of thirty (30) days or more; or

(e) Other Documents. Any “Event of Default” under the Trust Agreement or any “Event of Default” which is not cured within any applicable cure period under any of the other Financing Documents shall occur; or

(f) Other Invalidities. Any material provision of the Bank of the West Liquidity Facility, the Bonds, the Authority Lease, the Lease or the Trust Agreement, other than a provision described in paragraph (d)(i) under “*Events of Termination*,” at any time for any reason ceases to be valid and binding on the Authority, or is declared in a final nonappealable judgment by any court having jurisdiction over the Authority to be null and void, invalid, or unenforceable, or the validity or enforceability thereof is contested in writing by an authorized officer of the Authority; or

(g) Other Ratings Downgrade. The long term unenhanced rating by any of Fitch or S&P on any general fund lease obligation indebtedness of the City is reduced below “A-” (or its equivalent) or “A-” (or its equivalent), respectively; or

(h) Judgments. A final, nonappealable judgment or order for the payment of money in excess of \$5,000,000 payable for the general fund of the City which shall be rendered against the Authority or the City, and in either case, with respect to which, in the reasonable opinion of the Bank, adequate cash reserves have not been established, or other means of satisfying or otherwise funding the judgment have not been undertaken, satisfactory to the Bank and such judgment or order shall continue unsatisfied and unstayed for a period of sixty (60) days.

“*Financing Documents*” means the Trust Agreement, the Lease, the Bonds, the Remarketing Agreement, the Authority Lease, the certificates of the City and the Authority delivered at closing pursuant to the Bank of the West Liquidity Facility, the Fee Agreement (as defined in the Bank of the West Liquidity Facility) and the Authorizing Resolutions (as defined in the Bank of the West Liquidity Facility), as the same may be amended or supplemented from time to time in accordance with the terms of the Bank of the West Liquidity Facility.

THE LIQUIDITY BANK

Bank of the West (the “Bank”) is a California banking corporation organized under the laws of the State of California and the largest subsidiary of BancWest Corporation (“BancWest”), which is a wholly-owned subsidiary of BNP Paribas, a French corporation (“BNP Paribas”). BNP Paribas is a European leader in global banking and financial services and one of the six strongest banks in the world according to Standard & Poor’s. The group is present in more than 80 countries with more than 200,000 employees.

Bank of the West is a financially strong regional financial services company with community bank roots dating back more than 135 years. It is the third-largest commercial bank based in California and operates a network of more than 700 commercial and retail banking locations throughout 19 Western, Rocky Mountain, and Midwestern states as well as representative offices in New York, Tokyo, and Taipei. The Bank has more than 10,000 employees serving the needs of 1.9 million customers.

Through four major business areas – Commercial Banking, Regional Banking, National Finance, and Wealth Management – the Bank and its subsidiaries offer clients a broad range of retail, small business and commercial banking products and services to fit their evolving financial needs. In addition to banking products, the Bank and its subsidiaries provide clients with comprehensive investment services through BancWest Investment Services, and insurance products and services through BW Insurance Agency, Inc.

As of March 31, 2014, Bank of the West had total assets of approximately \$68 billion and total deposits of \$49 billion. Net income for the year ending December 31, 2013 was \$561 million. As of March 31, 2014, the Tier I Risk-Based Capital Ratio was 14.14%; Total Risk-Based Capital Ratio was 15.39%; and Tier I Leverage Ratio 12.21%.

The Bank's current Credit Ratings are as follows:

Standard and Poor's:

Long Term Deposit Rating: A
Short Term Deposit Rating: A-1

Fitch:

Long Term Deposit Rating: A+
Short Term Deposit Rating: F1

Moody's:

Long Term Deposit Rating: A2
Short Term Deposit Rating: P-1

The principal offices of the Bank are located at 180 Montgomery Street, San Francisco, California, 94104, and its telephone number is (925) 942-8300. The Bank files financial reports with the Federal Deposit Insurance System ("FDIC") and those reports may be viewed on the FDIC's web site at: <http://www.fdic.gov>.

Certain Disclaimers. The information contained in this subsection entitled "THE LIQUIDITY BANK" relates to and has been obtained from the Bank. The information concerning BancWest Corporation and the Bank contained herein is furnished solely to provide limited introductory information regarding BancWest Corporation and the Bank and does not purport to be comprehensive. Such information is qualified in its entirety by the detailed information appearing in the financial statements of BancWest Corporation and the Bank.

The delivery hereof shall not create any implication that there has been no change in the affairs of BancWest Corporation or the Bank since the date of this Remarketing Memorandum, or that the information contained or referred to in this subsection entitled "THE LIQUIDITY BANK" is correct as of any time subsequent to the date of this Remarketing Memorandum.

THE LEASED PREMISES

General

The Successor Agency is the fee title owner of the Leased Premises, which consists of various parking facilities, pedestrian bridges and vehicular ramps. The Leased Premises include the Subterranean Garage Tract, the Los Robles Avenue Garage Tract, the Marengo Avenue Garage Tract, the Marengo Avenue Bridge Tract, the Commission Mordisco Tract, the Commission Bridge Tract and the Green Street Bridge. The Leased Premises are located in and around Paseo Colorado, a mixed-use residential and commercial center, located in the City and bordered by Marengo Avenue on the west, Colorado Boulevard on the north, Los Robles Avenue on the east and Green Street on the south.

Existing Encumbrances on the Leased Premises

The REA and the POMA provide for the use, operation and maintenance of the Leased Premises. Since the REA and the POMA were recorded prior to the recordation of the Authority