
RECORDING REQUESTED BY:)
City of Pasadena, California)

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WHEN RECORDED MAIL TO:)
Norton Rose Fulbright US LLP)
555 California Street)
Suite 3300)
San Francisco, California 94104)
Attention: Eric D. Tashman, Esq.)

This document is recorded for the benefit of the City of Pasadena and recording is fee-exempt under Section 27383 of the Government Code.

AMENDMENT NO. 2 TO LEASE AGREEMENT

Dated as of _____, 2018

by and between the

PASADENA PUBLIC FINANCING AUTHORITY,
as sublessor

and the

CITY OF PASADENA,
as sublessee

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AMENDMENT NO. 2 TO LEASE AGREEMENT

THIS AMENDMENT NO. 2 TO LEASE AGREEMENT (this "Amendment No. 2"), is made and entered into as of _____, 2018, by and between PASADENA PUBLIC FINANCING AUTHORITY (the "Authority") and CITY OF PASADENA (the "City").

WITNESSETH:

WHEREAS, the Authority previously issued its \$28,800,000 Taxable Variable Rate Demand Lease Revenue Refunding Bonds (Paseo Colorado Parking Facilities), Series 2008 (the "Bonds") pursuant to a certain Trust Agreement, dated as of September 1, 2008 (the "Original Trust Agreement"), by and between the Authority and Wells Fargo Bank, National Association, as trustee (the "Trustee"), as supplemented and amended by a First Supplemental Trust Agreement, dated as of January 1, 2009 (the "First Supplemental Trust Agreement" and together with the Original Trust Agreement, the "Trust Agreement"), by and between the Authority and the Trustee; and

WHEREAS, the Pasadena Community Development Commission (the "Commission") and the Authority entered into an Authority Lease, dated as of September 1, 2008 (the "Original Authority Lease"), to provide for the lease of the Leased Premises (as defined in the Authority Lease) to the Authority, for the purpose of subleasing the Leased Premises to the City of Pasadena (the "City") pursuant to the terms of a Lease Agreement, dated as of September 1, 2008 (the "Original Lease"); and

WHEREAS, pursuant to the terms of the Original Lease, the City is required to make lease payments sufficient, together with certain funds held by the Trustee under the Trust Agreement, to provide for the payment of the Bonds; and

WHEREAS, in connection with a previous extension of a standby bond purchase agreement issued in connection with the Bonds, the Original Lease was amended by an Amendment No. 1 to Lease Agreement, dated as of September 1, 2011 (together with the Original Lease, the "Lease"), by and between the Authority and the City and the Original Authority Lease was amended by an Amendment No. 1 to Authority Lease, dated as of September 1, 2011 (together with the Original Authority Lease, the "Authority Lease"), by and between the Commission and the Authority; and

WHEREAS, the Pasadena Community Development Commission (the "Commission") was dissolved effective February 1, 2012, pursuant to Assembly Bill x1 26 (as subsequently amended from time to time, the "Dissolution Act"); and

WHEREAS, the City elected to serve as the "successor agency" to the Commission ("Successor Agency") by operation of the Dissolution Act, and the Successor Agency is a separate and independent legal entity from the City charged with expeditiously "winding down" the affairs of the Commission; and

WHEREAS, on November 12, 2015, Oversight Board of the Successor Agency passed its Resolution No. 19 ("Resolution No. 19"), directing the Successor Agency to transfer ownership of

certain property held by the Successor Agency to the City, including the Leased Premises (as defined in the Lease Agreement); and

WHEREAS, pursuant to Section 34179(h) of the Health and Safety Code of the State of California, the Department of Finance of the State of California reviewed and approved Resolution No. 19, finding that the Leased Premises met the definition of government purpose assets and were therefore eligible for transfer to the City; and

WHEREAS, the Bank of the West, as Liquidity Bank for the Bonds (in such capacity, together with its successors and assigns in such capacity, the "Liquidity Bank"), has provided its written consent to the transfer of the Leased Premises from the Successor Agency to the City and to the execution of this Amendment No. 2 and Amendment No. 2 to the Authority Lease, dated as of _____, 2018 ("Amendment No. 2 to the Authority Lease"), by and between the Successor Agency and the Authority; and

WHEREAS, the Authority and the City desire to amend the Authority Lease and the Lease to accommodate the transfer of title to all of the Leased Premises from the Successor Agency to the City;

WHEREAS, following recordation of this Amendment No. 2 and Amendment No. 2 to the Authority Lease, the Successor Agency, by grant deed, will transfer fee title to the Leased Premises to the City, subject to the terms of the Authority Lease and the Lease, as so amended; and

WHEREAS, Section 10.11 of the Lease provides for the amendment of the Lease under certain conditions described therein, which have been satisfied;

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

1. Definitions. Unless changed by this Amendment No. 2, all terms used herein which are defined in the Lease or the Trust Agreement shall have the meanings assigned to them therein.

2. Amendments. The following sentence is hereby added to end of Section 10.05 of the Lease:

If both the Authority's and the City's estate under this or any other lease relating to the Leased Premises or any portion thereof shall at any time or for any reason become vested in one owner, this Lease and the estate created hereby shall not be destroyed or terminated by the doctrine of merger unless (i) the City so elects as evidenced by recording a written declaration so stating, and (ii) the Liquidity Bank consents in writing to the same, unless and until the City so elects and the Liquidity Bank so consents, the City shall continue to have and enjoy all of its rights and privileges as to the separate estates.

3. City Assumes Rights and Obligations of Successor Agency. Following transfer of title to the Leased Premises by the Successor Agency to the City, the City will assume all rights

and obligations of the Successor Agency under the Authority Lease, and any references to the Successor Agency shall mean the City as if the City was an original party thereto.

4. Full Force and Effect. All other provisions of the Lease shall remain in full force and effect.

5. Effective Date. This Amendment No. 2 shall become effective on _____, 2018.

6. Governing Law. The laws of the State of California shall govern this Amendment No. 2.

7. Severability. In case any one or more of the provisions contained in this Amendment No. 2 should be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any of the provisions contained in this Amendment No. 2 and, to the extent and only to the extent that any such provision is invalid, illegal or unenforceable, this Amendment No. 2 shall be construed as if such provision had never been contained herein.

8. Execution of Several Counterparts. This Amendment No. 2 may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, and any and all such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the Authority and the City have each caused this Amendment No. 2 to be executed in their respective names by their respective duly authorized officers, as of the date first above written.

PASADENA PUBLIC FINANCING
AUTHORITY

By: _____
Title: _____
Date: _____

CITY OF PASADENA

By: _____
Title: _____
Date: _____

State of California)
) SS
County of Los Angeles)

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

_____, who proved to me on the basis of
satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument
and acknowledged to me that he/she/they executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity
upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

[Seal]

State of California)
) SS
County of Los Angeles)

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

_____, who proved to me on the basis of
satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument
and acknowledged to me that he/she/they executed the same in his/her/their authorized
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upon behalf of which the person(s) acted, executed the instrument.

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WITNESS my hand and official seal.

Signature

[Seal]