

March [\_\_\_\_], 2021

City of Pasadena  
Variable Rate Demand Refunding Certificates of Participation, Series 2008A  
Fee Letter

City of Pasadena  
 100 North Garfield Avenue  
 Pasadena, California 91109  
 Attention: City Treasurer

Ladies and Gentlemen:

Reference is made to (i) the Reimbursement Agreement, dated as of April 1, 2008 (the "**Original Agreement**"), among the City of Pasadena ("**City**"), the Pasadena Public Financing Authority (the "**Authority**") and Bank of America, N.A. (the "**Bank**") relating to the City of Pasadena Variable Rate Demand Refunding Certificates of Participation, Series 2008A, as amended by the First Amendment to Reimbursement Agreement, dated as of March 23, 2010 (the "**First Amendment**"), as further amended by the Second Amendment to Reimbursement Agreement, dated as of March 8, 2012 (the "**Second Amendment**"), as further amended by the Third Amendment to Reimbursement Agreement, dated as of February 27, 2015 (the "**Third Amendment**"), as further amended by the Fourth Amendment to Reimbursement Agreement, dated as of March 2, 2018 (the "**Fourth Amendment**") and as further amended by the Fifth Amendment to Reimbursement Agreement, dated as of March [\_\_\_\_], 2021 (the "**Fifth Amendment**"); and, together with the Original Agreement, the First Amendment, the Second Amendment, the Third Amendment and the Fourth Amendment, the "**Agreement**"), in each case, among the City, the Authority and the Bank, and (ii) the letter agreement regarding fees and expenses dated as of February 27, 2015, between the Bank and the City (the "**Existing Fee Letter**"). This letter agreement (this "**Fee Letter**") amends and restates the Existing Fee Letter in its entirety. Any capitalized term below that is defined in the Agreement shall have the same meaning when used herein. This Fee Letter is the Fee Letter described in the Agreement.

In order to induce the Bank to enter into the Fifth Amendment and to extend the State Expiration Date of the Letter of Credit to March [\_\_\_\_], 2023, the City agrees to make the following payments to the Bank at the following times:

(1) A commitment fee (the "**Commitment Fee**") at the applicable rate per annum set forth in the grid below (the "**Commitment Fee Rate**") on the average daily amount of the Adjusted Letter of Credit Amount during each period in respect of which payment is to be made:

*[Remainder of page intentionally left blank; pricing grid follows.]*

<b>LEVEL</b>	<b>S&amp;P RATING</b>	<b>FITCH RATING</b>	<b>COMMITMENT FEE RATE</b> (on and after the Amendment Effective Date)
Level 1:	AA or above	AA or above	0.390%
Level 2:	AA-	AA-	0.415%
Level 3:	A+	A+	0.465%
Level 4:	A	A	0.615%
Level 5:	A-	A-	0.765%
Level 6:	BBB+	BBB+	0.965%
Level 7:	BBB	BBB	1.265%
Level 8:	BBB-	BBB-	1.665%

Notwithstanding the foregoing, (a) in the event that the Rating (as defined below) is reduced below BBB-/BBB- or is withdrawn or suspended for any reason or otherwise unavailable from any Rating Agency and/or (b) upon the occurrence and during the continuance of an Event of Default, the Commitment Fee Rate shall be increased in both cases by 1.50% per annum from the Commitment Fee Rate in effect immediately prior thereto. The term "Rating" as used above shall mean the lowest unenhanced long-term rating assigned to any long-term Debt of the City that is on a parity with, or senior to, the Certificates (without regard to bond insurance or any other form of credit enhancement) assigned by any of S&P or Fitch. Any change in the Commitment Fee Rate resulting from a change in the Rating shall be and become effective as of and on the date of the announcement of the change in the Rating. A reference to the Rating above is a reference to the rating category of the Rating Agencies as presently determined by the respective Rating Agency and in the event of adoption of any new or changed rating system by any Rating Agency, the Ratings from the applicable Rating Agency shall be deemed to refer to the rating category under the new rating system which most closely approximates the applicable rating category as currently in effect.

The Commitment Fee shall accrue from and including the Date of Issuance to and including the Termination Date; *provided* that prior to the Amendment Effective Date (as defined in the Fifth Amendment), the Commitment Fee Rate shall be the determined in accordance with the Existing Fee Letter, and, on and after the Amendment Effective Date (as defined in the Fifth Amendment), the Commitment Fee Rate shall be the rate determined in accordance with this Fee Letter. The Commitment Fee shall be payable in arrears on the first Business Day of April, July, October and January of each calendar year (each, a "**Payment Date**") and on the Termination Date.

(2) A fee of \$250 plus the Bank's customary wire transfer and courier costs in respect of each drawing made under the Letter of Credit and honored by the Bank, which fee, wire transfer and courier cost shall be earned on the date such drawing is honored by the Bank and, unless paid to the Bank at the time of each Drawing is reimbursed, shall be paid in arrears on the first Payment Date that occurs after the date such drawing is honored by the Bank.

(3) A transfer fee equal to \$2,500 upon each transfer of the Letter of Credit in accordance with its terms. A transfer shall be deemed to have occurred whenever the Trustee is replaced, substituted or changed as a result of sale, assignment, merger, consolidation, reorganization or an act of law. A transfer shall not be deemed to have occurred solely as a result of a change in the legal name of the Trustee.

(4) At the time any simple (*i.e.*, non-complex) amendment, waiver or supplement of, or simple (*i.e.*, non-complex) consent sought in respect of, the Agreement, the Related Documents and any other documents delivered under the Agreement is sought, a fee of \$2,500 plus attorneys' fees and expenses, which fee shall be earned and payable whether or not any such amendment, waiver, supplement or restatement is executed or consent granted. Fees for complex amendments, waivers, supplements or consents shall be negotiated on a case-by-case basis.

(5) On demand, any and all costs and expenses incurred by the Bank (including attorneys' fees) in connection with the enforcement, attempted enforcement, or preservation of any rights or remedies under the Agreement, the Related Documents and any other documents delivered under the Agreement, whether or not suit is filed and whether or not an Event of Default exists (including all such costs and expenses incurred during any "workout" or restructuring in respect of the Obligations and during any legal proceeding, including any proceeding under any debtor relief law).

(6) On demand, the fees of counsel to the Bank in connection with the preparation of this Fee Letter and the Fifth Amendment, which fees shall not exceed \$10,000.

All amounts paid pursuant to this Fee Letter shall be non-refundable and payable in immediately available funds. Computations of the Commitment Fee shall be made on the basis of a 360-day year and actual days elapsed. All amounts paid pursuant to this Fee Letter shall be paid in the manner and to the account set forth in the Agreement.

This Fee Letter may not be amended or waived except by an instrument in writing signed by the Bank and the City.

The provisions of Sections 9.3 and 9.4 of the Original Agreement shall be incorporated by this reference into this Fee Letter as if such provisions were set forth in their entirety except that references to other agreements or "this Agreement" shall mean this Fee Letter and references to "hereunder" or "hereof" shall mean under this Fee Letter or of this Fee Letter.

This Fee Letter may be executed in any number of counterparts, each of which shall be an original, and all of which, when taken together, shall constitute one agreement.

The parties agree that the electronic signature of a party to this Amendment shall be as valid as an original signature of such party and shall be effective to bind such party to this Amendment. The parties agree that any electronically signed document (including this Amendment) shall be deemed (i) to be "written" or "in writing," (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Such paper copies or "printouts," if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as

between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule. For purposes hereof, "electronic signature" means a manually-signed original signature that is then transmitted by electronic means; "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a "pdf" (portable document format) or other replicating image attached to an e-mail message; and, "electronically signed document" means a document transmitted by electronic means and containing, or to which there is affixed, an electronic signature.

This Fee Letter is delivered to the City on the understanding that neither this Fee Letter nor any of its terms shall be disclosed, directly or indirectly, to any financial institution other than the Trustee unless such disclosure is made to such financial institution in accordance with the terms of the California Public Records Act or under compulsion of any other law or order of any court or governmental body with legal authority.

*[Remainder of page intentionally left blank; signature page follows.]*

Please confirm that the foregoing is our mutual understanding by signing and returning to the Bank an executed counterpart of this Fee Letter. This Fee Letter shall become effective as of the date first above referenced upon our receipt of an executed counterpart of this Fee Letter from the City.

Very truly yours,

**BANK OF AMERICA, N.A.**

By: \_\_\_\_\_  
Name: Greg S. Bailey  
Title: Senior Vice President

Accepted and agreed to as of  
the date first written above by:

**CITY OF PASADENA**

By: \_\_\_\_\_  
Name:  
Title: