

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT (this "First Amendment") is entered into as of _____, 2008, by and between the **LANCASTER REDEVELOPMENT AGENCY**, a public body, corporate and politic (the "Agency" or "Lessor"), and the Trustees of the **CALIFORNIA STATE UNIVERSITY** ("CSU" or "Lessee") (the Agency and CSU may each be referred to as a "Party" and collectively referred to as the "Parties").

RECITALS

A. The Parties executed a Real Property Lease Agreement, dated as of June 28, 2005 (the "Lease"), for the lease of that certain engineering laboratory facility at the Lancaster University Center (the "Engineering Laboratory"), all as more specifically set forth in the Lease.

B. Section 3 of the Lease provides that the term of the Lease shall commence no later than January 1, 2006, or the date that Lessor makes the Engineering Laboratory available for possession by the Lessee and shall terminate one (1) year thereafter. According to its terms, the Lease terminated on January 1, 2007. Section 5 of the Lease contains certain provisions related to rent.

D. The Parties desire by this First Amendment to amend Sections 3 of the Lease by extending the term contained therein and Section 5 of the Lease related to rent.

NOW, THEREFORE, the Lessor and the Lessee hereby agree as follows:

1. Section 3 of the Lease is amended to read as follows:

“3. TERM OF LEASE

The term of this Lease shall commence no later than January 1, 2006, or the date that Lessor makes the Engineering Laboratory available for possession by the Lessee (the "Effective Date") and shall terminate three (3) years thereafter (the "Original Term"). Upon expiration of the Original Term, and annually thereafter (for a maximum of three (3) consecutive years), the term of this Lease shall be automatically extended for a one (1) year period; provided, however, that either party may prevent such automatic extension by providing written notice to the other party not less than sixty (60) days prior to the effectiveness of the first or any subsequent automatic extension.”

2. Section 5 of the Lease is amended to read as follows:

“5. RENT

Upon effectiveness of the First Amendment to the Lease, Lessee agrees to pay Lessor rent for the use and occupancy of the Engineering Laboratory payable monthly in advance on the first day of each month, in the amount of \$.128 per square foot for the gross square footage of the tenant space. In the event that the day upon which rent first becomes payable pursuant to this Section 5 is not the same as the first

day of the month, rents owed for any portion of a month shall be prorated for that month.

Notwithstanding any other provisions of this Agreement, for the purpose of determining rent pursuant to this Section 5, the tenant space shall be deemed to consist of three thousand six hundred seventeen (3,617) square feet.”

3. Except as expressly provided to the contrary in this First Amendment, the terms of the Lease shall remain in full force and effect as written. All terms used herein and not defined herein but defined in the Lease shall have the meaning given to such terms therein.

4. This First Amendment shall become effective immediately upon execution by the Lessor and the Lessee.

IN WITNESS WHEREOF, the Lessor and the Lessee have executed this First Amendment as of the date set forth above.

LESSOR:

LANCASTER REDEVELOPMENT AGENCY, a public body, corporate and politic

By: _____
Interim Executive Director

ATTEST:

Secretary

APPROVED AS TO FORM:

Stradling Yocca Carlson & Rauth,
Agency Counsel

LESSEE:

CALIFORNIA STATE UNIVERSITY, FRESNO

By: _____
Its: _____