

**SECOND AMENDMENT TO
AMENDED AND RESTATED LEASE AGREEMENT**

THIS SECOND AMENDMENT TO AMENDED AND RESTATED LEASE AGREEMENT (this "Second 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 BAKERSFIELD** ("CSUB" or "Lessee") (the Agency and CSUB 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 August 24, 2004, which was subsequently amended and restated by a Real Property Lease Agreement dated as of September 13, 2004 (the "Lease"), for the lease of certain real property (the "Property") as specifically set forth in the Lease.

B. Section 3 of the Lease provides that the term of the Lease shall commence on the later of September 4, 2004 or the date that Lessor makes the Property available for possession by the Lessee and shall terminate one (1) year thereafter. According to terms, the Lease was originally scheduled to terminate on September 4, 2005, but subsequent informal written amendments to the Lease extended the term to September 4, 2007. Section 5 of the Lease contains certain provisions related to rent.

C. The First Amendment, executed March 11, 2008 extended the lease term through January 1, 2009.

D. The Parties desire by this Second Amendment to amend Section 3 of the Lease by extending the term contained therein.

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 on the later of September 1, 2004 or the date that Lessor makes the Site available for possession by the Lessee (the "Effective Date") and shall terminate on January 1, 2010. Upon expiration of this term, and annually thereafter (for a maximum of (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. Upon the expiration of this Lease, the Lessor and Lessee may enter into an agreement providing that the Lessor will purchase (at the then fair market value) the telecommunication equipment being used on the Property. In the absence of such an agreement, such telecommunication

equipment shall remain the property of the Lessee and the Lessee shall have the right to remove such telecommunication equipment. The Lessee shall be liable to the Lessor for any damage caused by or during removal of the Lessee's telecommunication equipment.

3. Except as expressly provided to the contrary in this Second Amendment, the terms of the Lease, as previously amended, 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 Second Amendment shall become effective immediately upon execution by the Lessor and the Lessee.

5. Lessee agrees to pay to Lessor any and all amounts owed pursuant to the terms of the Lease, as herein amended, within thirty (30) days of this Second Amendment.

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

LESSOR:

LANCASTER REDEVELOPMENT AGENCY, a public body, corporate and politic

RK

By: _____
Executive Director

ATTEST:

Secretary

APPROVED AS TO FORM:

Stradling Yocca Carlson & Rauth,
Agency Counsel

LESSEE:

**CALIFORNIA STATE UNIVERSITY,
BAKERSFIELD**

By:  _____
Its: _____

Michael Chavez

Director/Contracts & Procurement