

## TENTH AMENDMENT TO LEASE

This Tenth Amendment to Lease dated May 16, 2000, is by and between KM Complex, L.P., a California Limited Partnership (as Successor in Interest to RREEF WEST-V, Inc. a Delaware Corporation) ("Lessor"), whose address is 6256 Greenwich Dr., Suite #230, San Diego, California 92122, and CTS Network Services, a Division of Datel Systems, Inc., a California corporation ("Lessee"), whose address is 8913 Complex Drive, Suite B, San Diego, CA 92123, who agree as follows:

**RECITALS.** This Tenth Amendment to Lease is made with reference to the following facts and objectives:

- A. Lessor and Lessee entered into a written Lease dated October 4, 1995; First Amendment to Lease dated January 10, 1996; Second Amendment to Lease dated August 1, 1996; Third Amendment to Lease dated September 18, 1996, Fourth Amendment to Lease dated April 9, 1998, Fifth Amendment to Lease dated July 13, 1998, Sixth Amendment to Lease dated February 9, 1999, Seventh Amendment to Lease dated May 21, 1999, Eighth Amendment to Lease dated September 13, 1999, and Ninth Amendment to Lease dated February 10, 2000 (collectively referred to as the "Lease"), in which Lessor leased to Lessee, and Lessee leased from Lessor, premises located in the County of San Diego, State of California, commonly known as 8913 Complex Drive, Suites B, C, D, E, F, & I and 8909 Complex Drive Suites A,B,&C San Diego, California 92123, (the "Premises"), and further described as approximately 14,613 square feet.
- B. The parties desire to alter the terms of the Lease to expand the premises and extend the term.
1. **TERM.** Article 3 of the Lease ('Term') shall hereinafter provide as follows:

The Term of the Lease shall be extended for two (2) months from and after March 31, 2005 through May 31, 2005 unless sooner terminated pursuant to any provision hereof.

2. **PREMISES.** Article 1.2 of the Lease, ("Premises") shall hereinafter be modified as follows:

Effective June 1, 2000 Lessor hereby leases to Lessee and Lessee leases from Lessor for the term, at the rental, and upon all of the conditions set forth herein, that certain real property situated in the County of San Diego, State of California, commonly known as 8913 Complex Drive, Suites B, C, D, E, F, G, & I and 8909 Complex Drive Suites A, B, & C described as 16,988 square feet (altered from the Lease by the addition of 8913 Complex Drive Suite G, comprising 2,375 square feet (the "Expansion Premises") as further described in Exhibit A-1 attached hereto). The Premises shall also include three (3) parking spaces for installation of one (1) generator. The location of said generator will be adjacent to Lessee's existing generator. The approximate location is described in

Exhibit A-1 attached hereto. The actual location shall be agreed to by Lessee and Lessor prior to the installation of the generator.

3. **RENT SCHEDULE.** The rent schedule set forth in the Lease shall hereinafter be amended as follows:

Minimum monthly rent shall be as follows:

Rent for the period 6/1/00 through 7/31/00 shall be \$19,080.25 per month.  
Rent for the period 8/1/00 through 10/31/00 shall be \$19,683.60 per month.  
Rent for the period 11/1/00 through 3/31/01 shall be \$19,734.75 per month.  
Rent for the period 4/1/01 through 5/31/01 shall be \$19,795.47 per month.  
Rent for the period 6/1/01 through 7/31/01 shall be \$19,979.85 per month.  
Rent for the period 8/1/01 through 10/31/01 shall be \$20,681.87 per month.  
Rent for the period 11/1/01 through 3/31/02 shall be \$20,735.57 per month.  
Rent for the period 4/1/02 through 5/31/02 shall be \$20,799.33 per month.  
Rent for the period 6/1/02 through 7/31/02 shall be \$20,992.92 per month.  
Rent for the period 8/1/02 through 10/31/02 shall be \$21,721.94 per month.  
Rent for the period 11/1/02 through 3/31/03 shall be \$21,778.34 per month.  
Rent for the period 4/1/03 through 5/31/03 shall be \$21,845.28 per month.  
Rent for the period 6/1/03 through 7/31/03 shall be \$22,048.55 per month.  
Rent for the period 8/1/03 through 10/31/03 shall be \$22,805.27 per month.  
Rent for the period 11/1/03 through 3/31/04 shall be \$22,864.48 per month.  
Rent for the period 4/1/04 through 5/31/04 shall be \$22,934.78 per month.  
Rent for the period 6/1/04 through 10/31/04 shall be \$23,945.54 per month.  
Rent for the period 11/1/04 through 3/31/05 shall be \$24,844.90 per month.  
Rent for the period 4/1/05 through 5/31/05 shall be \$25,863.03 per month.

4. **CONDITION OF PREMISES** Lessee hereby acknowledges and agrees that, prior to the execution of this Amendment, Lessee has performed all inspections of the Premises and Expansion Premises that Lessee deems necessary or appropriate, and Lessee hereby accepts the Premises and the Expansion Premises in their "As-Is" current condition. Lessor shall provide no Tenant Improvement allowance for the Premises or Expansion Premises. Lessee further acknowledges that neither Lessor nor any agent of Lessor has made any representation or warranty with respect to the Premises or Expansion Premises or their suitability for the conduct of Lessee's business therein. The taking of possession of the Premises and Expansion Premises by Lessee shall conclusively establish that the Premises and Expansion Premises were, at such time, in satisfactory condition.

5. **SECURITY DEPOSIT.** Article 1.7 of the Lease , Article 6 of the Third Amendment, Article 6 of the Fifth Amendment, Article 5 of the Seventh Amendment, Article 5 of the Eighth Amendment, and Article 5 of the Ninth Amendment to Lease, (Security Deposit), shall hereinafter provide as follows:

Lessor acknowledges that Lessee currently has on account \$18,666.03 which Lessee agrees to increase by \$3,752.88 upon execution of this Amendment, for a total Security Deposit of \$22,418.91.

6. **CORPORATE AUTHORITY.** If Lessee is a corporation, Lessee represents and warrants that this Tenth Amendment to Lease and the undersigned's execution of this Tenth Amendment to Lease has been duly authorized and approved by the corporation's Board of Directors. The undersigned officers and representatives of the corporation executing this Tenth Amendment to Lease on behalf of the corporation represent and warrant that they are officers of the corporation with authority to execute this Tenth Amendment to Lease on behalf of the corporation.
7. **BROKER'S FEE.** Lessee warrants and represents that Lessee has not dealt with any real estate broker or agent in connection with this Tenth Amendment to Lease or its negotiation. Lessee shall indemnify and hold Lessor and the Premises harmless from and against any and all costs, expenses and liability (including actual attorney's fees and court costs) for any compensation, commission or fees claimed by any other real estate broker or agent in connection with this Tenth Amendment to Lease or its negotiation based upon any act of Lessee.
8. **DELAY IN POSSESSION.** Notwithstanding the commencement date for the Expansion Premises, (June 1, 2000), if for any reason Lessor cannot deliver possession of the Expansion Premises to Lessee on said date Lessor shall not be subject to any liability therefor, nor shall such failure affect the validity of the Lease, this Tenth Amendment to Lease, or the obligations of Lessee hereunder. In the event Lessor fails to timely deliver the Expansion Premises, Lessee's sole remedy shall be rental abatement on the Expansion Premises on a per diem basis until the Expansion Premises are delivered. There shall be no rent abatement for any delay in delivery of the Expansion Premises which result from a Lessee Delay.

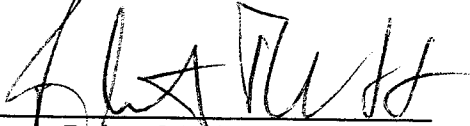
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9. **EFFECTIVENESS OF LEASE.** Except as set forth in this Tenth Amendment to Lease, all of the provisions of the Lease shall remain unchanged and in full force and effect.

**LESSOR:**

KM COMPLEX, L.P.  
A California Limited Partnership

BY: Kearny Mesa Complex LLC  
Its General Partner

BY:   
\_\_\_\_\_  
Robert Mashaal

TITLE: Manager

DATE: 6/8/00

**LESSEE:**

CTS Network Services, a Division of Datel  
Systems, Inc., a California corporation

BY:   
\_\_\_\_\_  
William E. Blue

TITLE: President, *Technical Director*

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

Initials WEB  
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# EXHIBIT A - 1

## Expansion Premises

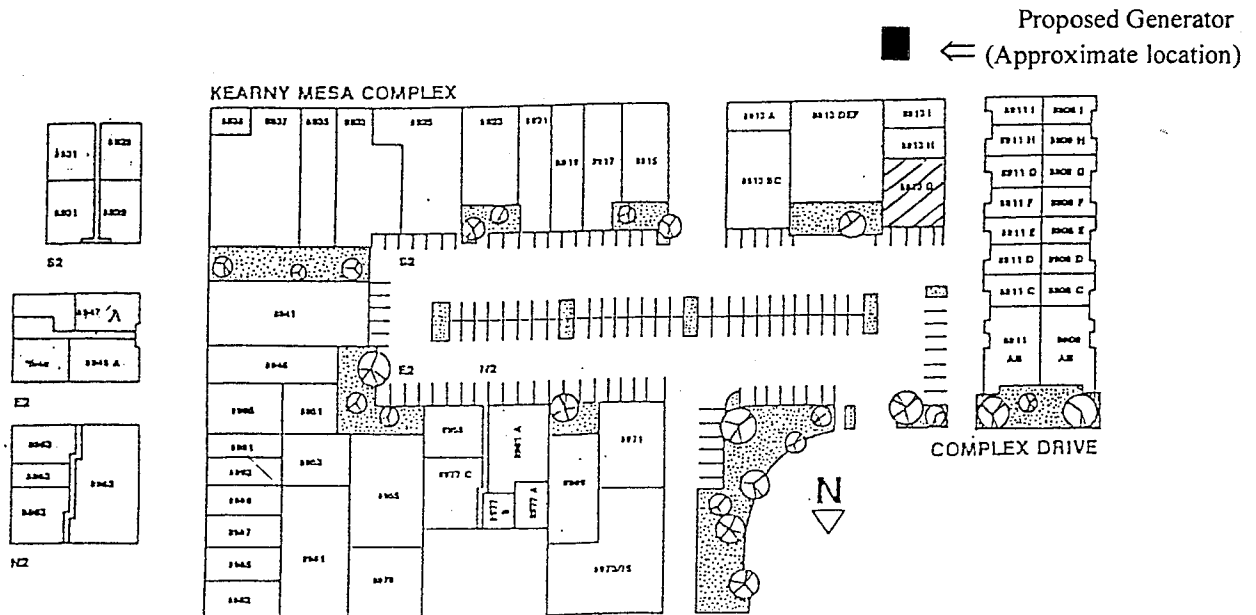
### KEARNEY MESA COMPLEX

San Diego, California

Address: 8913 Complex Drive, Suite G

Totaling 2,375 Square Feet

This plan is intended only to show the general layout of the property or a part thereof. Lessor reserves the right to alter, vary, add to or omit, in whole or in part, any structures, and/or improvements, and/or common areas, and/or land areas shown on this plan. All measurements and distances are approximate. This plan is not to be scaled.



Initials WCB