

SECOND AMENDMENT TO LEASE

This Second Amendment to Lease dated August 1, 1996, between RREEF West-V, Inc., a Delaware corporation ("Lessor"), whose address is 8949-C Complex Drive, San Diego, California 92123, and CTS Network Services, a Division of Datel Systems, Inc., a California corporation ("Lessee"), whose address is 8913 Complex Drive, Suite B, San Diego, California 92123, who agree as follows:

1. **RECITALS.** This Second 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 and First Amendment to Lease dated January 10, 1996, (collectively 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 and C, San Diego, California 92123, (the "Premises"), and further described as approximately 3,598 square feet.
- b. The parties desire to alter the terms of the Lease, effective August 1, 1996.

2. **COMMUNICATION WIRING.** Subject to the provisions of the Lease regarding approval of plans and specifications and construction standards, Lessee shall be entitled to install and use wiring ("Communications Wiring") from the public utility lines in the street adjacent to the Building to the vault of the communications provider at or near the entrance to the Building to the Premises. Lessee shall not employ any contractor for installation of Communications Wiring without the approval of such contractor by Lessor, which consent shall not be unreasonably withheld or delayed. Lessee shall not install any additional Communications Wiring without the prior written consent of Lessor, which shall not be unreasonably withheld or delayed; nor shall Lessee remove any Communications Wiring without such consent. Lessee shall be responsible for, and indemnify and hold Lessor harmless from and against, all injuries and damages to persons or property and all expenses, claims and liabilities resulting from the installation, use, maintenance, repair or replacement of Communications Wiring by Lessee or anyone employed by Lessee. All Communications Wiring shall be treated as a Utility Installation for purposes of Paragraph 7.4 of the Lease. ~~To the extent the Communications Wiring may be utilized to provide communications access for other tenants in the Building without impeding the use of the Communications Wiring by Lessee, Lessee shall permit such other tenants to use the Communications Wiring for a reasonable fee.~~ *WES*

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

4. **CORPORATE AUTHORITY.** If Lessee is a corporation, Lessee represents and warrants that this Second Amendment to Lease and the undersigned's execution of this Second Amendment to Lease has been duly authorized and approved by the corporation's Board of Director's. The undersigned officers and representatives of the corporation executing this Second Amendment to Lease on behalf of the corporation represent and warrant that they are officers of the corporation with authority to execute this Second Amendment to Lease on behalf of the corporation.

LESSOR:

LESSEE:

RREEF WEST-V, INC.,
a Delaware corporation

CTS NETWORK SERVICES,
a Division of Datel Systems, Inc.,
a California corporation

BY: RREEF Management Company,
a California corporation

BY: Jill E. Shanahan

BY: William E. Blue

TITLE: District Manager

TITLE: President

DATE: 8/9/96

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