

FIFTH AMENDMENT TO LEASE

This Fifth Amendment to Lease dated July 13, 1998, 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:

1. **RECITALS.** This Fifth 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 and Fourth Amendment to Lease dated April 9, 1998 (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 and E, San Diego, California 92123, (the "Premises"), and further described as approximately 6,880 square feet.

b. The parties desire to alter the terms of the Lease, effective ~~August 1, 1998~~ ^{June 1, 1999}, to expand the premises by 2,839 square feet to include 8913 Complex Drive, Suite F.

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

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 and F described as 9,719 square feet (altered from the Lease by the addition of Suite F, comprising 2,839 square feet as further described in Exhibit A-1 attached hereto) and exclusive use of the approximately 20' 2" x 13' 1" cement pad as depicted on Exhibit A-2 attached hereto.

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 8/1/98 through 5/31/99 shall be \$5,301.28 per month.
Rent for the period 6/1/99 through 7/31/99 shall be \$8,400.00 per month.
Rent for the period 8/1/99 through 3/31/00 shall be \$8,542.00 per month.
Rent for the period 4/1/00 through 7/31/00 shall be \$10,205.00 per month.
Rent for the period 8/1/00 through 7/31/01 shall be \$10,715.00 per month.
Rent for the period 8/1/01 through 7/31/02 shall be \$11,251.00 per month.
Rent for the period 8/1/02 through 7/31/03 shall be \$11,814.00 per month.

Initial: _____

4. **Condition of Premises.** Lessee hereby acknowledges and agrees that, prior to the execution of the Lease, Lessee has performed all inspections of the Premises that Lessee deems necessary or appropriate, and Lessee hereby accepts the Premises "As-Is" in its 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 its suitability for the conduct of Lessee's business therein. The taking of possession of the Premises by Lessee shall conclusively establish that the Premises were, at such time, in satisfactory condition.

5. **BASE YEAR.** Lessee shall pay its pro rata share of Common Area Maintenance, Insurance, and Real Estate Taxes on all premises for suites: B,C,D,E, & F.

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

Lessor acknowledges that Lessee currently has on account \$5,700.00 which Lessee agrees to increase to \$8,539.00 by June 30, 1999.

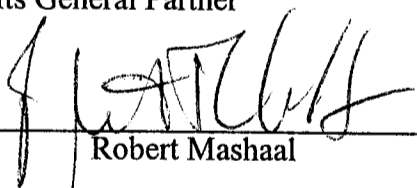
7. **EFFECTIVENESS OF LEASE.** Except as set forth in this Fifth Amendment to Lease, all of the provisions of the Lease shall remain unchanged and in full force and effect.

8. **CORPORATE AUTHORITY.** If Lessee is a corporation, Lessee represents and warrants that this Fifth Amendment to Lease and the undersigned's execution of this Fifth 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 Fifth Amendment to Lease on behalf of the corporation represent and warrant that they are officers of the corporation with authority to execute this Fifth Amendment to Lease on behalf of the corporation.

LESSOR:

KM COMPLEX, L.P.
A California Limited Partnership

BY: Kearny Mesa Complex LLC
Its General Partner

BY: 
Robert Mashaal

TITLE: Manager

DATE: 9/17/98

LESSEE:

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

BY: 
William E. Blue

TITLE: President

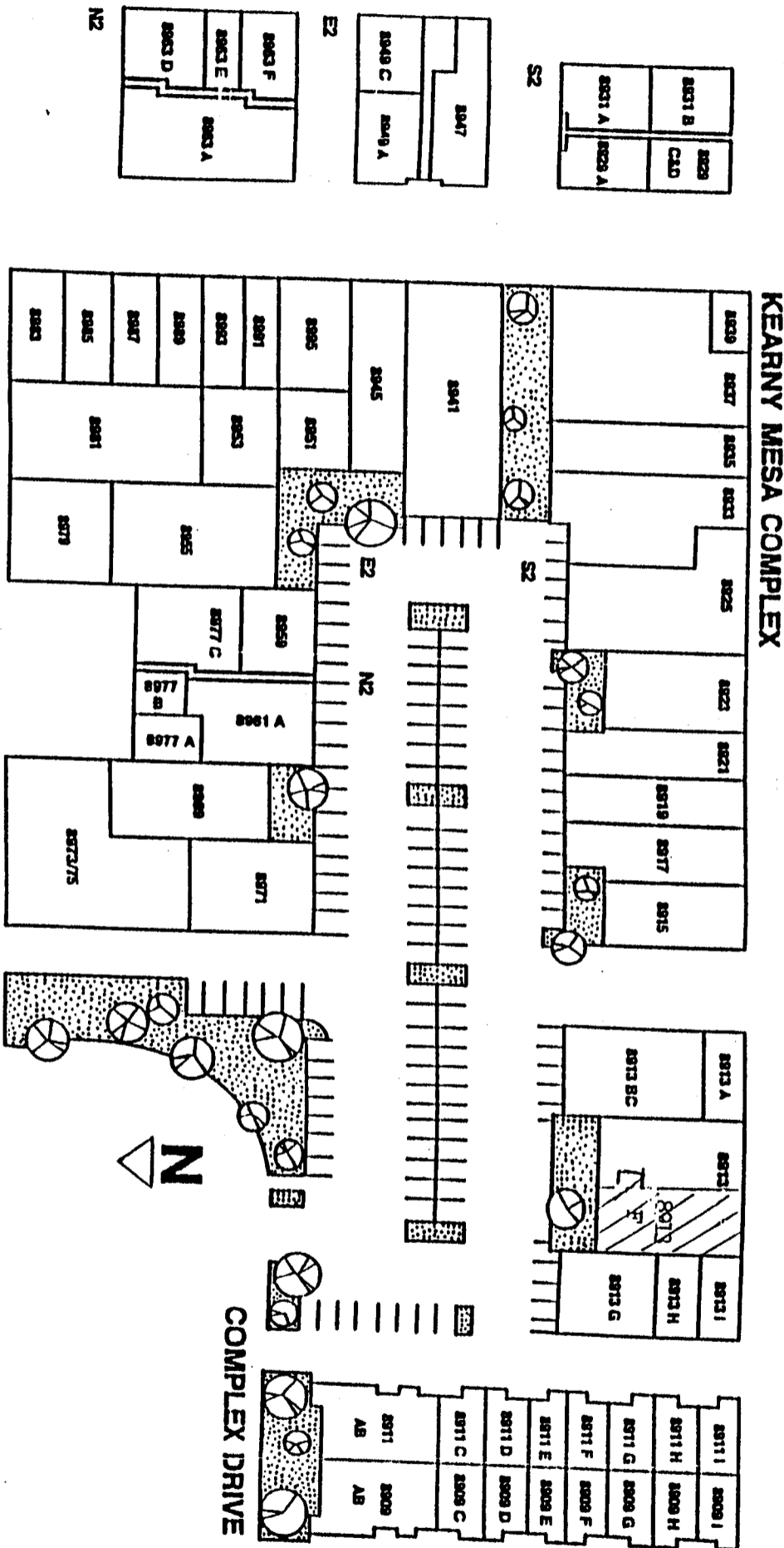
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BY: _____

TITLE: _____

DATE: _____

EXHIBIT "A-1"
(Expansion Premises)



KEARNY MESA COMPLEX

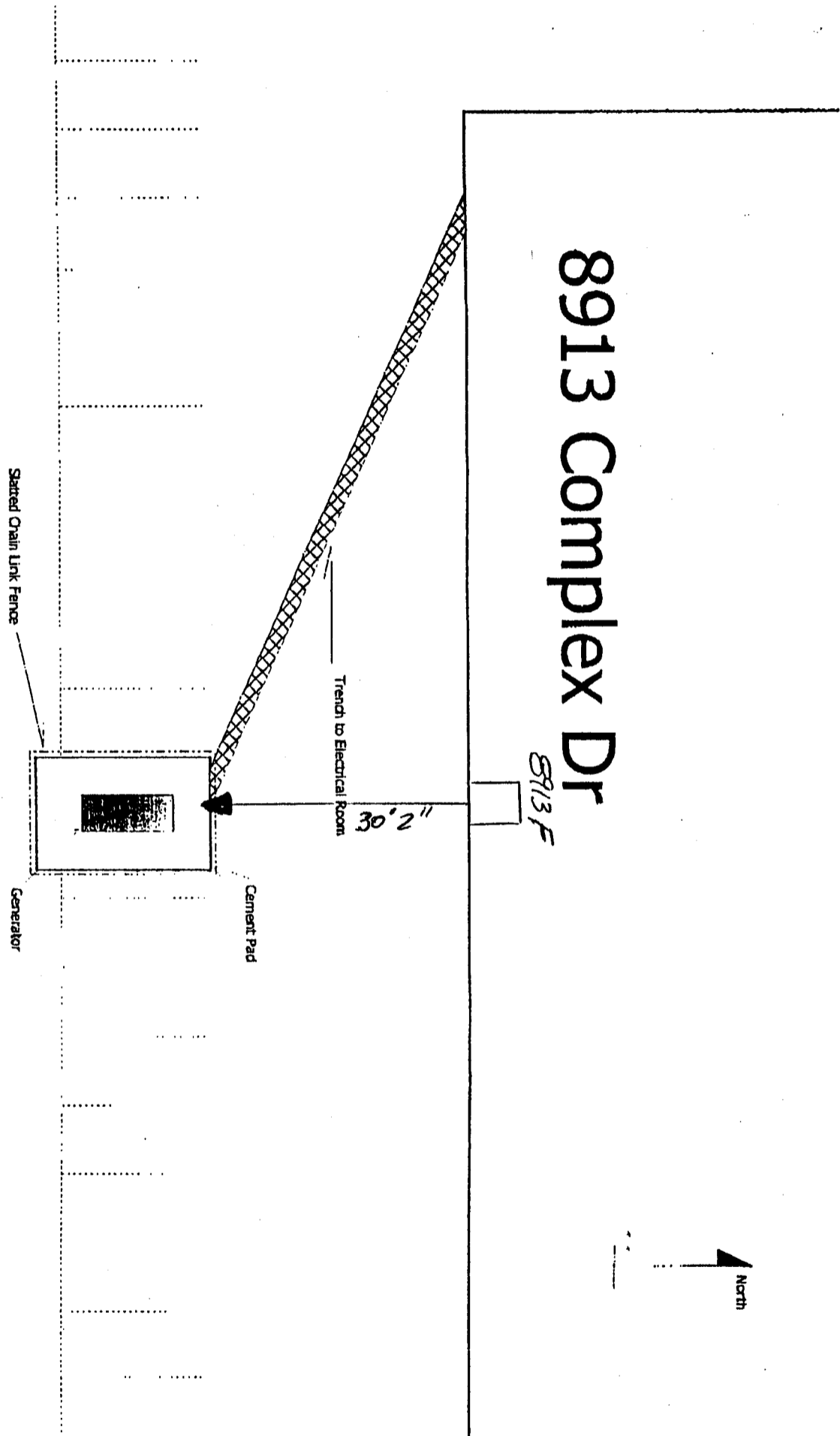
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EXHIBIT "A-2"



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