SECURITY PACIFIC PLAZA

San Diego, California

Pacific Southwest Realty Company

TO:

San Diego Data Processing Corporation
A California Corporation

OFFICE BUILDING LEASE

INDEX

ARTICLE		PAGE
1.	Exhibits	1
2.	Purpose	1
3.	Term	1
4.	Possession	1
5.	Rent	1
6.	Rental Adjustments	2
7.	Uses Prohibited	2
8.	Compliance with Law	3
9.	Alterations and Repairs	3
10.	Abandonment	3
11.	Liens	3
12.	Estimate of Operating Costs and Taxes	3
13.	Indemnification	4
14.	Waiver of Subrogation	4
15.	Services and Utilities	4
16.	Personal Property Taxes	5
17.	Excise Taxes	5
18.	Rules and Regulations	5
19.	Holding Over	5
20.	Entry by Lessor	5
21.	Default	5
22.	Reconstruction	6
23.	Eminent Domain	7
24.	Plats and Riders	7
25.	Sale by Lessor	7
26.	Subordination and Offset Statements	7
27.	Attorneys' Fees and Costs	7
28.	Surrender of Premises	7
29.	Waiver	7
30.	Notices	8
31.	Defined Terms and Marginal Headings	8
32.	Time	8
33.	Scope of Agreement	8
34.	Successors and Assigns	8
35.	Parking	8
36.	Relocation	8
37.	Security Deposit	9
38.	Initial Construction	9
39.	Invalidation	9
40.	Assignment and Subletting	9
41.	Capital Investment Items	9
42.	Late Charges	9
43.	Title of Lessor	10
44.	Cancellation of Existing Lease	10
	Signatures	10
	Exhibit "A" (Floor Plan)	11
	Exhibit "B" (Rules and Regulations)	12-14
	Exhibit "C" (Lessee Improvements)	15
	Attachment (Addendum to Lease/Proposal to Lease)	16
	Attachment (ADA Addendum)	17

LEASE

SECURITY PACIFIC PLAZA

THIS LEASE, made this 3rd day of April, 1992 between PACIFIC SOUTHWEST REALTY COMPANY, a Delaware Corporation as Lessor, and San Diego Data Processing Corporation, a California corporation, as Lessee.

WITNESSETH: That

Lessor does hereby lease to Lessee and Lessee hereby hires from Lessor those certain premises (hereinafter called "premises") as indicated on Exhibit "A" attached hereto and hereby by reference thereto made a part hereof, said premises consist of approximately 7,978 rentable square feet, being situated on the 4th floor of that certain building known as Security Pacific Plaza, located at 1200 Third Avenue, in the City of San Diego, County of San Diego, State of California.

Said letting and hiring is upon and subject to the terms, covenants and conditions herein set forth and the Lessee covenants as a material part of the consideration for this Lease to keep and perform each and all of said terms, covenants and conditions by it to be kept and performed and that this Lease is made upon the condition of such performance.

ARTICLE 1. EXHIBITS

The following plats, plans and special provisions are attached hereto as exhibits, and, by this reference, made a part of this Lease:

Exhibit "A"	Floor Plan
Exhibit "B"	Rules and Regulations
Exhibit "C"	Lessee Improvements
Attachment	Addendum to Lease/Proposal to Lease
Attachment	ADA Addendum

ARTICLE 2. PURPOSE

The premises are to be used for general office purposes and for no other purpose without the written consent of Lessor.

ARTICLE 3. TERM

INITIAL HERE

The initial term of this Lease shall be for one hundred twenty (120) months. The commencement date shall be whichever of the following dates first occur: (a) the date when the premises are deemed ready for occupancy as set forth in exhibits attached thereto, or (b) the date when Lessee shall take possession and occupy the premises for purposes other than construction, but (c) in no event later than August 1, 1992.

The commencement date and expiration date shall be acknowledged in writing by Lessor and Lessee.

ARTICLE 4. POSSESSION

If the Lessor, for any reason whatsoever, cannot deliver possession of the said premises to Lessee at the commencement of the term hereof, this Lease shall not be void or voidable, nor shall Lessor be liable to Lessee for any loss or damage resulting therefrom, but in that event all rent shall be abated during the period between the commencement of the said term and the time when Lessor delivers possession.

ARTICLE 5. RENT

INITIAL HERE

Lessee agrees to pay to Lessor as rental for the premises the sum of Ten Thousand Seven Hundred Seventy and 30/100ths ($10,770.30) Dollars on or before the first day of the first full calendar month of the term hereof and a like sum on or before the first day of each and every successive calendar month thereafter during the term hereof. ~~Lessee hereby acknowledges receipt from Lessor of the sum of Ten Thousand Seven Hundred Seventy and 30/100ths ($10,770.30) Dollars, which shall constitute the rent for the first month of the term.~~ In the event the term of this Lease commences on a day other than the first day of a calendar month, then upon the day of commencement of the term hereof, Lessee shall pay as rental to Lessor for the period from the day of commencement to the first day of the next successive calendar month that proportion of said monthly rental which the number of days between said day of commencement and the first day of the next succeeding calendar month bears to 30. In the event the term of this Lease ends on a day other than the last day of a calendar month, then upon the first day of the last calendar month of the term hereof Lessee shall pay to Lessor as rental for the period from said first day of the last calendar month to and including the last day of the term hereof that proportion of the monthly rental which the number of days between said first day of said last calendar month and the last day of the term of said Lease bears to 30.

Said rental shall be paid to Lessor, without deduction or offset in lawful money of the United States of America at the Office of the Building, or to such other person or at such other place as Lessor may from time to time designate in writing.

The base rent shall be $1.35 per rentable square foot per month, fully serviced. This rate shall remain flat over the initial term of the lease.

ARTICLE 6. RENTAL ADJUSTMENTS

For the purpose of this Article, the following terms are defined as follows:

Base Year: The calendar year 1992.

Comparison Year: Each calendar year of the term after the Base Year.

Direct Expenses: All direct costs of operation and maintenance, as determined by standard accounting practices, shall include the following costs by way of illustration, but not be limited to: real estate taxes and assessments, whether assessed against the Lessor or assessed against the Lessees and collected by the Lessor or both; water and sewer charges; insurance premiums; utilities; janitorial services; labor costs incurred in the management of the building, if any; air conditioning, elevator maintenance; supplies; materials; equipment; and tools. ("Direct Expenses" shall not include depreciation on the building of which the premises are a part or equipment therein, loan payments, executive salaries or real estate broker's commissions.)

Rentable Area: The rentable area shall be computed measuring to the inside finished surface of the dominant portion of the permanent outer building walls, excluding any major vertical penetrations of the floor; with no deductions for columns and projections necessary to the building structure.

If the Direct Expenses paid or incurred by the Lessor for the Comparison Year on account of the operation or maintenance of the building of which the premises are a part are in excess of the Direct Expenses paid or incurred for the Base Year, then the Lessee shall pay 2.989% of the increase. This percentage is that portion of the Rentable Area of the building occupied by the Lessee hereunder. Lessor shall endeavor to give the Lessee on or before the first day of March of each year following the respective Comparison Year a statement of the increase in rent payable by Lessee hereunder, but failure by Lessor to give such statement by said date shall not constitute a waiver by Lessor of its right to require an increase in rent. Upon receipt of the statement for the first Comparison Year, Lessee shall pay in full the total amount of increase due for the first Comparison Year, and in addition for the then current year the amount of any such increase shall be used as an estimate for said current year and this amount shall be divided into twelve (12) equal monthly installments and Lessee shall pay to Lessor, concurrently with the regular monthly rent payment next due following the receipt of such statement, an amount equal to one monthly installment multiplied by the number of months from January in the calendar year in which said statement is submitted to the month of such payment, both months inclusive. Subsequent installments shall be payable concurrently with the regular monthly rent payments for the balance of that calendar year and shall continue until the next Comparison Year's statement is rendered. If the next or any succeeding Comparison Year results in a greater increase in Direct Expenses, then upon receipt of a statement from Lessor, Lessee shall pay a lump sum equal to such total increase in Direct Expenses over the Base Year, less the total of the monthly installments of estimated increases paid in the previous calendar year for which comparison is then being made to the Base Year; and the estimated monthly installments to be paid for the next year following said Comparison Year shall be adjusted to reflect such increase. If in any Comparison Year the Lessee's share of Direct Expenses be less than the preceding year, then upon receipt of Lessor's statement, any overpayment made by Lessee on the monthly installment basis provided above shall be credited towards the next monthly rent falling due and the estimated monthly installments of Direct Expenses to be paid shall be adjusted to reflect such lower Direct Expenses for the most recent Comparison Year.

Even though the term has expired and Lessee has vacated the premises, when the final determination is made of Lessee's share of Direct Expenses for the year in which this Lease terminates, Lessee shall immediately pay any increase due over the estimated expenses paid and conversely any overpayment made in the event said expenses decrease shall be immediately rebated by Lessor to Lessee.

In the event any increase or decrease of the Direct Expenses of the building can be attributed to a substantial difference in occupancy levels for the Base Year and Comparison Year, then the Direct Expenses for the Base Year shall be equitably adjusted to reflect those Direct Expenses which theoretically would have occurred had the building been occupied in the Base Year at approximately the same occupancy level as the Comparison Year.

Notwithstanding anything contained in this Article, the rental payable by Lessee shall in no event be less than the rent specified in Article 5 hereof.

ARTICLE 7. USES PROHIBITED

Lessee shall not do or permit anything to be done in or about the premises nor bring or keep anything therein which will in any way increase the existing rate of or affect any fire or other insurance upon the building or any of its contents, or cause a cancellation of any insurance policy covering said building or any part thereof or any of its contents. Lessee shall not do or permit anything to be done in or about the premises which will in any way obstruct or interfere with the rights of other Lessees or occupants of the building or injure or annoy them or use or allow the premises to be used for any improper, immoral, unlawful or objectionable purpose, nor shall Lessee cause, maintain or permit any nuisance in, on or about the premises. Lessee shall not commit or suffer to be committed any waste in or upon the premises.

ARTICLE 8. COMPLIANCE WITH LAW

Lessee shall not use the premises or permit anything to be done in or about the premises which will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. Lessee shall at its sole cost and expense promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or which may hereafter be in force and with the requirements of any board of fire underwriters or other similar body now or hereafter constituted relating to or affecting the condition, use or occupancy of the premises, excluding structural changes not related to or affected by Lessee's improvements or acts. The judgment of any court of competent jurisdiction or the admission of Lessee in any action against Lessee, whether Lessor be a party thereto or not, that Lessee has violated any law, statute, ordinance or governmental rule, regulation or requirement shall be conclusive of that fact as between Lessor and Lessee.

ARTICLE 9. ALTERATIONS AND REPAIRS

Lessee agrees by taking possession of the premises that such premises are then in a tenantable and good condition: that Lessee will take good care of the premises and promptly notify the Lessor in writing of any damage thereto by the Lessee, its employees or invitees and will not make any repairs to the leased premises without permission of Lessor.

Lessor or others, under the supervision of Lessor, may make such repairs and the cost thereof to Lessor, including supervision, shall be paid by Lessee to Lessor upon demand. Said premises shall not be altered, repaired or changed without the written consent of Lessor, and Lessee hereby waives the provisions of Subdivision (1) of Section 1932 and of Section 1941 of the Civil Code of California, and all rights to make repairs at Lessor's expense under the provisions of Section 1942 of said Civil Code; and that unless otherwise provided by written agreement, all alterations, improvements and changes that may be required shall be done either by or under direction of Lessor, but at the cost of Lessee, and shall be the property of Lessor, and shall remain upon and be surrendered with the premises excepting, however, that at Lessor's option, Lessee shall, at Lessee's expense, when surrendering the premises, restore the same to their original condition; that all damage or injury done to the premises by Lessee or by any persons who may be in or upon the premises during the term hereof, shall be paid for by Lessee; and that Lessee shall, at the termination of this Lease by the expiration of time or otherwise, surrender and deliver up the premises to Lessor in as good condition as when received by Lessee from Lessor, reasonable wear, tear and casualty excepted. Lessee shall pay for all damage to the buildings, as well as all damage to tenants or occupants thereof caused by Lessee's misuse or neglect of the premises or the appurtenances thereto.

Nothing herein contained shall restrict Lessee at its own expense from making repairs to the premises providing that: (a) such repairs shall be made by a financially responsible contractor; (b) the schedule of entry into the building and upon the premises and the performance of work by such contractor shall be subject to the reasonable scheduling and coordination requirements of Lessor; (c) such contractor shall use its best efforts to avoid any union conflict resulting from or in connection with its work in the building, and in the event of any such conflict which may result in any work stoppage in the building, such contractors shall, upon written request from Lessor, cease work and/or leave the premises and/or building until such conflict is settled; and (d) Lessee will not make repairs to the air conditioning/heating systems, electrical or plumbing systems or of a structural nature.

ARTICLE 10. ABANDONMENT

Lessee shall not vacate or abandon the premises at any time during the term, and if Lessee shall abandon, vacate or surrender said premises or be dispossessed by process of law, or otherwise, any personal property belonging to Lessee and left on the premises shall be deemed to be abandoned.

ARTICLE 11. LIENS

Lessee shall keep the premises and the property in which the premises are situated free from any liens arising out of any work performed, materials furnished, or obligations incurred by Lessee.

ARTICLE 12. ESTIMATE OF INCREASES IN OPERATING COSTS AND TAXES

During December of each calendar year or as soon thereafter as practicable, Lessor, at its option, may give Lessee written notice of its estimate of amounts payable under this Article 12 for the ensuing calendar year. On or before the first day of each month during the ensuing calendar year, Lessee shall pay to Lessor 1/12 of such estimate amounts, provided that if such notice is not given in December, Lessee shall continue to pay on the basis of the prior year's estimate until the month after such notice is given. If at any time or times it appears to Lessor that the amounts payable under this Article 12 for the current calendar year will vary from its estimates by more than 5%, Lessor shall by written notice to Lessee, revise its estimate for such year, in which case subsequent payments by Lessee for such year shall be based upon such revised estimate. An annual adjustment reflecting the difference between the Actual Taxes and Operating Costs, as defined in this Article, for such calendar year and the projected Taxes and Operating Costs thereof shall be made by Lessor at the time of the issuance of the Rental Adjustment comparative statement.

ARTICLE 13. INDEMNIFICATION

Lessee agrees to hold harmless and to indemnify Lessor from and against any and all claims arising from injury to persons, loss of life or damage to property occurring in or about the Premises and from and against any and all costs, expenses and liabilities (including without limitation reasonable attorneys' fees) incurred by Lessor in connection with any such claim or any proceeding based thereon, to the extent such injury, loss of life or damage arises out of the negligence or willful act or failure to act of (i) Lessee, or any of its officers, employees, agents, contractors, or licensees; or (ii) any visitors, guests or invitees of Lessee while in the Premises. Throughout the term of this Lease, Lessee shall maintain in effect public liability and property damage insurance with limits of liability of not less than $1,000,000.00 single limit. Lessor is aware of and accepts that the City of San Diego is self-insured entity. Lessor agrees to save Lessee harmless from and to indemnify Lessee against any and all claims arising from injury to persons, loss of life or damage to property occurring in or about the Premises and from and against any and all costs, expenses and liabilities incurred by Lessee in or in connection with any such claim or any proceeding based thereon, to the extent such injury, loss of life or damage arises out of the negligence or willful act or failure to act of Lessor, or any of its offices, employees, servants, agents, contractors, or licensees, provided, however, that in no event shall Lessor be liable to Lessee for any damage to the premises or for any loss, damage or injury to any property of Lessee therein or thereon occasioned by bursting, rupture leakage or overflow of any plumbing or other pipes (including without limitation, water, steam and/or refrigerant lines), sprinklers, tanks, drains, drinking fountains or washstands, or other similar cause in, above, upon or about the Premises of the building in which the premises are located. For the protection of Lessee, Lessor agrees that such guarantees and warranties as it shall obtain from contractors, subcontractors and vendors involved in the construction of the Premises or Security Pacific Plaza, shall be made available to and shall be for benefit of Lessee to the full extent of the terms thereof. Lessor agrees to use its best efforts to enforce such guarantees and warranties against such contractors, subcontractors and vendors for the benefit of the Premises and Lessee, and Lessor agrees that, upon written request by Lessee, it will execute any assignments, powers of attorney or other documents necessary or desirable to enable Lessee, to the extent of any damage to the property of Lessee resulting from causes covered by such guarantees and warranties, to enforce such guarantees and warranties against such contractors, subcontractors and vendors; provided that before executing any document which would authorize Lessee to bring suit in Lessor's name, Lessor may require Lessee to agree to indemnify Lessor against any costs or expense, including reasonable attorneys' fees, which may be incurred by Lessor in connection with such suit.

ARTICLE 14. WAIVER OF SUBROGATION

Lessor and Lessee hereby grant to each other, on behalf of the insurer providing fire and extended coverage insurance to either of them covering the premises, improvements therein and contents thereof, a waiver of any right of subrogation that any such insurer of any one party may acquire against the other party by virtue of payment of any such loss under such coverage, such waiver to be effective so long as each is empowered to grant such waiver under the terms of its insurance policies involved without payment of additional premium.

ARTICLE 15. SERVICES AND UTILITIES

Lessor agrees to furnish to the premises during reasonable hours of generally recognized business days, to be determined by Lessor, and subject to the rules and regulations of the building of which the premises are a part, water and electricity suitable for the intended use of the premises, heat and air conditioning required in Lessor's judgment for the comfortable use and occupation of the premises, janitor service, and elevator service. Lessor shall also maintain and keep lighted the common stairs, entries and toilet rooms in the building of which the demised premises are a part. Lessor shall not be liable for, and Lessee shall not be entitled to, any abatement or reduction of rental by reason of Lessor's failure to furnish any of the foregoing when such failure is caused by accidents, breakage, repairs, strikes, lockouts or other labor disturbances or disputes of any character, or by any other cause, similar or dissimilar, beyond the reasonable control of Lessor. Lessor shall not be liable under any circumstances for loss of or injury to property, however occurring, through or in connection with or incidental to failure to furnish any of the foregoing. Wherever heat generating machines or equipment are used in the premises which affect the temperature otherwise maintained by the air conditioning system, Lessor reserves the right to install supplementary air conditioning units in the premises and the cost thereof, including the cost of installation and the cost of operation and maintenance thereof, shall be paid by Lessee to Lessor upon demand by Lessor.

Lessee will not, without the written consent of Lessor, use any apparatus or device in the premises, including but without limitation thereto, electronic data processing machines, punch card machines and machines using current in excess of 110 volts, excepting a reasonable quantity of duplicating machines using 208 volts, which will in any way increase the amount of electricity or water usually furnished or supplied for use of the premises as general office space; nor connect with electric current, except through existing electrical outlets in the premises, or water pipes, any apparatus or device, for the purposes of using electric current or water. If Lessee shall require water or electric current in excess of that usually furnished or supplied for use of the premises as general office space, Lessee shall first procure the consent of the Lessor, which consent shall not be unreasonably withheld, to the use thereof, and Lessor may cause a water meter or electric current meter to be installed in the premises so as to measure the amount of water and electric current consumed for any such other use. The cost of any such meters and of installation, maintenance and repair thereof shall be paid for by Lessee and Lessee agrees to pay to Lessor promptly upon demand therefor by Lessor for all such water and electric current consumed as shown by said meters at the rates charged for such services by the local utility, furnishing the same, plus any additional expense incurred in keeping account of the water and electric current so consumed.

ARTICLE 16. PERSONAL PROPERTY TAXES

Lessee agrees to pay or cause to be paid, before delinquency, any and all taxes levied or assessed and which become payable during the term hereof upon all equipment, furniture, fixtures and other personal property located in the premises; except that which may be owned by Lessor.

ARTICLE 17. EXCISE TAXES

Lessee shall assume and pay to Lessor at the time of paying the rent any excise, sales, gross receipts or other taxes (other than a net income or excess profits tax) which may be imposed on or measured by such rent or may be imposed on or on account of the letting and which Lessor may be required to pay or collect under any law in effect or hereafter enacted.

ARTICLE 18. RULES AND REGULATIONS

Lessee shall faithfully observe and comply with the rules and regulations as listed in Exhibit "B" attached hereto. Lessor shall not be responsible to Lessee for the non-performance by any other tenant or occupant of the building of any said rules and regulations.

ARTICLE 19. HOLDING OVER

After expiration of the term Lessee remains in possession of the Premises with Lessor's permission (express or implied), Lessee shall become a lessee from month-to-month only, upon the terms herein specific, but at a monthly rental equivalent to the then prevailing rental paid by Lessee at the expiration of the term of this Lease pursuant to all of the provisions of Articles 5 and 6 hereof, payable in advance on or before or upon the first day of each month, and Lessee shall continue in possession until such tenancy shall be terminated by Lessor, or until Lessee shall have given to Lessor a written notice at least one month prior to the date of termination of such monthly tenancy of his intention to terminate such tenancy.

ARTICLE 20. ENTRY BY LESSOR

Lessor reserves and shall at any and all times have the right to enter the premises to inspect the same, to supply janitor service and any other service to be provided by Lessor to Lessee hereunder, to submit said premises to prospective purchasers or tenants, to post notices of non-responsibility, and to alter, improve or repair the premises and any portion of the building of which the premises are a part, without abatement of rent, and may for that purpose erect scaffolding and other necessary structures where reasonably required by the character of the work to be performed, always provided the entrance to the premises shall not be blocked thereby, and further providing that the business of the Lessee shall not be interfered with unreasonably. Lessee hereby waives any claim for damages for any injury or inconvenience to or interference with Lessee's business, any loss of occupancy or quiet enjoyment of the premises, and any other loss occasioned thereby. For each of the aforesaid purposes, Lessor shall at all times have and retain a key with which to unlock all of the doors in, upon and about the premises, excluding Lessee's vaults and safes, and Lessor shall have the right to use any and all means which Lessor may deem proper to open said doors in an emergency, in order to obtain entry to the premises, and any entry to the premises obtained by Lessor by any of said means, or otherwise, shall not under circumstances be construed or deemed to be a forcible or unlawful entry into, or a detainer of, the premises, or an eviction of Lessee from the premises or any portion thereof.

ARTICLE 21. DEFAULT

The occurrence of any of the following shall constitute a material default and breach of this Lease by Lessee:

(i) Any failure by Lessee to pay the rental or to make any other payments required to be made by Lessee hereunder (where such failure continues for ten (10) days after written notice thereof by Lessor to Lessee).

(ii) The abandonment or vacation of the premises by Lessee.

(iii) A failure by Lessee to observe and perform any other provision of this Lease to be observed or performed by Lessee, where such failure continues for thirty (30) days after written notice thereof by Lessor to Lessee, provided, however, that if the nature of such default is such that the same cannot be reasonably cured within such thirty (30) day period, Lessee shall not be deemed to be in default if Lessee shall within such period commence such cure and thereafter diligently prosecute the same to completion.

(iv) The making by Lessee of any general assignment for the benefit of creditors; the filing by or against Lessee of a petition to have Lessee adjudged a bankrupt or of a petition for reorganization or arrangement under any law relating to bankruptcy (unless in the case of a petition filed against Lessee, the same is dismissed within sixty (60) days); the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the premises or of Lessee's interest in this Lease, where possession is not restored to Lessee within thirty (30) days; or the attachment, execution or other judicial seizure of all Lessee's assets located at the premises or of Lessee's interest in this Lease, where such seizure is not discharged within thirty (30) days.

In the event of any such default by Lessee, then in addition to any other remedies available to Lessor at law or in equity, Lessor shall have the immediate option to terminate this Lease and all rights of Lessee hereunder by giving written notice of such intention to terminate. In the event that Lessor shall elect to so terminate this Lease, then Lessor may recover from Lessee:

(i) the worth at the time of award of any unpaid rent which had been earned at the time of such termination; plus

(ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss Lessee proves could have been reasonably avoided; plus

(iii) any other amount necessary to compensate Lessor for all the detriment proximately caused by Lessee's failure to perform his obligations under this Lease or which in the ordinary course of things would be likely to result therefrom; and

(iv) at Lessor's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable California law.

The term "rent" as used herein shall be deemed to be and to mean the rental, rental adjustment payments and all other sums required to be paid by Lessee pursuant to the terms of this Lease.

As used in subparagraphs (i) and (ii) above, the "worth at the time of award" is computed by allowing interest at the rate of ten percent (10%) per annum. As used in subparagraph (iii) above, the "worth at the time of award" is computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%).

In the event of any such default by Lessee, Lessor shall also have the right, with or without terminating this Lease, to re-enter the premises and remove all persons and property from the premises; such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Lessee.

In the event of the vacation or abandonment of the premises by Lessee or in the event that Lessor shall elect to re-enter as provided above or shall take possession of the premises pursuant to legal proceeding or pursuant to any notice provided by law, then if Lessor does not elect to terminate this Lease as provided above, then Lessor may from time to time, without terminating this Lease, either recover all rental as it becomes due or relet the premises or any part thereof for such term or terms and conditions as Lessor in its sole discretion may deem advisable with the right to make alterations and repairs to the premises.

In the event that Lessor shall elect to so relet, then rentals received by Lessor from such reletting shall be applied; first, to the payment of any indebtedness other than rent due hereunder from Lessee to Lessor; second, to the payment of any cost of such reletting; third, to the payment of rent due and unpaid hereunder; and the residue, if any, shall be held by Lessor and applied in payment of future rent as the same may become due and payable hereunder. Should that portion of such rentals received from such reletting during any month, which is applied by the payment of rent hereunder, be less than the rent payable during that month by Lessee hereunder, then Lessee shall pay such deficiency to Lessor immediately upon demand therefor by Lessor. Such deficiency shall be calculated and paid monthly. Lessee shall also pay to Lessor, as soon as ascertained, any costs and expenses incurred by Lessor in such reletting.

No re-entry or taking possession of the premises by Lessor pursuant to this Article 21 shall be construed as an election to terminate this Lease unless a written notice of such intention be given to Lessee or unless the termination thereof be decreed by a court of competent jurisdiction. Notwithstanding any reletting without termination by Lessor because of any default by Lessee, Lessor may at any time after reletting elect to terminate this Lease for any such default.

ARTICLE 22. RECONSTRUCTION

In the event the premises or the building of which the premises are a part are damaged by fire or other perils covered by extended coverage insurance, Lessor agrees to forthwith repair the same; and this Lease shall remain in full force and effect, except that Lessee shall be entitled to a proportionate reduction of rent while such repairs are being made, such proportionate reduction to be based upon an amount equal to the proportion which the number of square feet of floor area in the demised premises rendered untenantable bears to the total number of square feet of gross floor area in the demised premises immediately prior to such damage or destruction.

In the event the premises or the building of which the premises are a part are damaged as a result of any cause other than the perils covered by fire and extended coverage insurance, then Lessor shall forthwith repair the same, provided the extent of the destruction be less than twenty five percent (25%) of the then full replacement value of the premises or the building of which the premises are a part. In the event the destruction of the premises of the building is to an extent greater than twenty five percent (25%) of the then full replacement value, then Lessor shall have the option either: (1) to repair or restore such damage provided such repair can be completed within ninety (90) days from the date of destruction, this Lease continuing in full force and effect, but the rent to be proportionately reduced as hereinabove provided; or (2) give notice to Lessee at any time within thirty (30) days after such damage, terminating this Lease as of the date specified in such notice which date shall be no less than thirty (30) days nor more than sixty (60) days after the giving of such notice. In the event of giving of such notice, this Lease shall expire and all interest to the Lessee in the premises shall terminate on the date so specified in such notice and the rent, reduced by any proportionate reduction, based upon an amount equal to the proportion which the number of square feet of floor area in the demised premises rendered untenantable bears to the total number of square feet of gross floor area in the demised premises immediately prior to such damage or destruction, shall be paid up to date of such termination.

Notwithstanding anything to the contrary contained in this Article 22, Lessor shall not have any obligation whatsoever to repair, reconstruct or restore the premises when the damage resulting from any casualty covered under this Article occurs during the last twelve (12) months of the term of this Lease or any extension thereof.

Lessor shall not be required to repair any injury or damage by fire or other cause, or to make any repairs or replacements of any panels, decoration, office fixtures, railing, ceiling, floor covering, partitions or any other property installed in the premises by Lessee.

ARTICLE 23. EMINENT DOMAIN

Should the whole or any part of the premises be condemned and taken by any competent authority for any public or quasi-public use or purpose, all awards payable on account of such condemnation and taking shall be payable to Lessor, and Lessee hereby waives all interest in or claim to said awards, or any part thereof, except as the award is applicable to Lessee's fixtures or improvements.

If the whole of the premises shall be so condemned and taken then this Lease shall terminate.

If only a part of the premises is condemned and taken and the remaining portion thereof is not suitable for the purposes for which Lessee has leased the said premises, Lessee shall have the right to terminate this Lease. If by such condemnation and taking a part only of the premises is taken, and the remaining part thereof is suitable for the purposes for which Lessee has leased said premises, this Lease shall continue, but the rental shall be reduced in an amount proportionate to the value of the portion taken as it relates to the total value of the premises.

ARTICLE 24. PLATS AND RIDERS

Clauses, plats and riders, if any, signed by Lessor and Lessee and endorsed on or affixed to this Lease are a part hereof.

ARTICLE 25. SALE BY LESSOR

In the event of a sale or conveyance by Lessor of the building containing the premises, the same shall operate to release Lessor from any future liability upon any of the covenants or conditions, express or implied, herein contained in favor of Lessee, and in such event Lessee agrees to look solely to the responsibility of the successor in interest to Lessor in and to this Lease. This Lease shall not be affected by any such sale, and Lessee agrees to attorn to the purchaser or assignee.

ARTICLE 26. SUBORDINATION AND OFFSET STATEMENTS

Lessee agrees that this Lease shall be subject and subordinate to any lease, mortgage, trust deed or like encumbrance heretofore or hereafter placed upon said premises by Lessor or Owner, or their successors in interest. Lessee agrees to execute and deliver, upon demand of Owner or Lessor, any and all instruments desired by Lessor or Owner subordinating in the manner requested by Lessor or Owner this Lease to any such lease, mortgage, trust deed or like encumbrance. Lessee also agrees to promptly execute and deliver to Lessor from time to time as demanded by Lessor an offset statement containing such facts as are within the knowledge of or are available to Lessee pertaining to this Lease, as a purchaser of the leased property or a lender may reasonably require.

ARTICLE 27. ATTORNEYS' FEES AND COSTS

In the event of any action at law or in equity between Lessor and Lessee to enforce any of the provisions and/or rights hereunder, the unsuccessful party to such litigation covenants agrees to pay to the successful party all costs and expenses, including reasonable attorneys' fees, incurred therein by such successful party, which shall include in and as a part of such judgment. Should either Lessor or Lessee by reason of this Lease and without fault on its part, be made a party to any litigation instituted by or against the other, then said party so named as a party to any said litigation shall be entitled to receive from the other party all costs, expenses and reasonable attorneys' fees incurred in or in connection with such litigation.

ARTICLE 28. SURRENDER OF PREMISES

The voluntary or other surrender of this Lease by Lessee or a mutual cancellation thereof, shall not work a merger, and shall, at the option of Lessor, terminate all or any existing subleases or subtenancies, or may, at the option of Lessor, operate as an assignment to it of any or all such subleases or subtenancies.

ARTICLE 29. WAIVER

The waiver by Lessor of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition or any subsequent breach of the same or any other term, covenant, or condition herein contained. The subsequent acceptance of rent hereunder by Lessor shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant or condition of this Lease, other than the failure of Lessee to pay the particular rental so accepted, regardless of Lessor's knowledge of such preceding breach at the time of acceptance of such rent.

ARTICLE 30. NOTICES

All notices and demands which may or are required to be given by either party to the other hereunder shall be in writing. All notices and demands by the Lessor to the Lessee shall be sent by United States mail certified or registered, postage prepaid, addressed to the Lessee at the premises, or to such other place as the Lessee may from time to time designate in a notice to the Lessor. All notices and demands by the Lessee to the Lessor shall be sent by United States certified or registered mail, postage prepaid, addressed to the Lessor at the Office of the Building, or to such other person or place as the Lessor may from time to time designate in a notice to the Lessee.

ARTICLE 31. DEFINED TERMS AND MARGINAL HEADINGS

The words "Lessor" and "Lessee" as used herein shall include the plural as well as the singular. Words used in masculine gender include the feminine and neuter. If there be more than one Lessee, the obligations hereunder imposed upon Lessee shall be joint and several. The marginal headings and titles to paragraphs of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part hereof.

ARTICLE 32. TIME

Time is of the essence of this Lease and each and all of its provisions.

ARTICLE 33. SCOPE OF AGREEMENT

This agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof.

ARTICLE 34. SUCCESSORS AND ASSIGNS

The covenants and conditions herein contained shall, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators and assigns of the parties hereto.

ARTICLE 35. PARKING

Tenant shall have the right to rent parking for eight (8) cars in the building's parking facilities at the monthly rates, and upon terms and conditions as may be established.

ARTICLE 36. RELOCATION

If the demised premises contain less than 1,500 square feet, Lessor reserves and is hereby granted the right, upon not less than thirty (30) days written notice to Lessee, to relocate Lessee and to substitute as the demised premises hereunder other premises within the Building for the premiss originally leased hereunder for all uses and purposes as though originally leased to Lessee at the time of execution hereof; provided, however, that the substituted premises shall contain an area of not less than the square footage contained in the originally leased premises, all without any increase in the rent hereunder. Lessor agrees to pay the expenses reasonably incurred by Lessee, incidental to such substitution of premises, including but not limited to moving expenses, door lettering and expenses in connection with change of telephone and stationery. Lessor agrees to furnish the substitute premises with decoration and improvements similar to those in the originally leased premises.

ARTICLE 37. SECURITY DEPOSIT

Lessee has deposited with Lessor the sum of Ten Thousand Seven Hundred Seventy and 30/100ths ($10,770.30) Dollars. Said sum shall be held by Lessor as security for the faithful performance by Lessee of all the terms, covenants, and conditions of this Lease to be kept and performed by Lessee during the term thereof. If Lessee defaults with respect to any provision of this Lease, including but not limited to the provisions relating to the payment of rent, Lessor may (but shall not be required to) use, apply or retain all or any part of this security deposit for the payment of any rent or any other sum in default, or for the payment of any other amount which Lessor may spend or become obligated to spend by reason of Lessee's default or to compensate Lessor for any other loss or damage which Lessor may suffer by reason of Lessee's default. If any portion of said deposit is so used or applied, Lessee shall, upon demand therefore, deposit cash with Lessor in an amount sufficient to restore the security deposit to its original amount, and Lessee's failure to do so shall be a material breach of this Lease. Lessor shall not be required to keep this security deposit separated from its general funds, and Lessee shall not be entitled to interest on such deposit. If Lessee shall fully and faithfully perform every provision of this Lease to be performed by it, the security deposit or any balance thereof shall be returned to Lessee (or, at Lessee's option, to the last assignee of Lessee's interests hereunder) at the expiration of the lease term. In the event of termination of Lessor's interest in this Lease, Lessor shall transfer said deposit to Lessor's successor in interest.

ARTICLE 38. INITIAL CONSTRUCTION

Lessor agrees to deliver the premises to Lessee with the Building Standard Improvements. Any other Non-Building Standard Improvements which are the responsibility of Lessor shall be set forth in exhibits attached hereto.

ARTICLE 39. INVALIDATION

Invalidation of any one of the terms, conditions, restrictions or other provisions contained herein by judgment or court order shall in no way affect any other of the terms, conditions, restrictions or provisions hereof, and the same shall remain in full force and effect.

ARTICLE 40. ASSIGNMENT AND SUBLETTING

Lessee shall not assign, transfer, mortgage or encumber this Agreement or sublet the demised premises or any part thereof, or suffer or permit the demised premises or any part thereof to be used by others, without the prior written consent of Lessor in each instance. The consent by Lessor to any such assignment, transfer, mortgage, encumbrance, subletting or use by other shall not relieve Lessee from the further performance of any of the terms and conditions of this Agreement. If Lessee be a partnership, a withdraw or change (voluntary, involuntary, by operation of law otherwise) of any of the partners thereof, or if Lessee be composed of more than one person, a purported assignment, transfer, mortgage or encumbrance (voluntary, involuntary, by operation of law or otherwise) from one thereof or unto the other or others thereof, or if Lessee be a corporation, a change in the ownership (voluntary, involuntary, by operation of law or otherwise) of twenty-five percent (25%) or more of its capital stock from the ownership existing on the date of execution hereof, shall be deemed an assignment prohibited hereby unless the written consent of Lessor thereto has theretofore been obtained. In no event shall Lessee sublet the demised premises at a rate less than rental rate for comparable space in the Building at the time of such subletting. Consent of Lessor shall be subject to the qualifications and limitations that such assignment or sublease be effectuated without any additional costs to Lessor, and that any and all expenses that accrue, as a result of the permissible assignment or sublease, shall be born jointly and severally as Lessee and Assignee or Sublessee may determine between themselves.

In the event Lessee should desire to assign this Agreement or sublet the leased premises or any part thereof, Lessee shall give Lessor written notice of such desire at least sixty (60) days in advance of the date on which Lessee desires to make such assignment or sublease. Lessor shall then have a period of thirty (30) days following receipt of such notice within which to notify Lessee in writing that Lessor elects either; (1) to terminate this Agreement as to the space so affected as of the date so specified by Lessee, in which event Lessee will be relieved of all further obligation hereunder as to such space; or (2) to permit Lessee to assign or sublet such space subject, however, to subsequent written approval of the proposed Assignee or Sublessee by Lessor; or (3) to refuse to consent (with cause only) to Lessee's assignment or subleasing such space and to continue this Lease in full force and effect as to the entire leased premises. If Lessor should fail to notify Lessee in writing of such election within said thirty (30) day period, Lessor shall be deemed to have elected option (2) above. No assignment or subletting by Lessee shall relieve Lessee of any obligation under this Lease. Any attempted assignment or sublease by Lessee in violation of the terms and covenants of this paragraph shall be void.

If Lessee requests Lessor to consent to a proposed assignment or subletting, Lessee shall pay to Lessor, whether or not consent is ultimately given, an administrative charge of $200.00 to cover the time and expenses incurred in reviewing Lessee's request and supporting documentation.

Fifty percent (50%) of all rent received by Lessee from its sublessees in excess of the rent payable by Lessee to Lessor under this Lease shall be paid to Lessor. Fifty percent (50%) of any sums to be paid by an assignee to Lessee in consideration of the assignment of this Lease shall be paid to Lessor.

No assignment or subletting by Lessee shall relieve Lessee of any obligations under this Lease. Any attempted assignment or sublease by Lessee in violation of the terms and covenants of this paragraph shall be void.

ARTICLE 41. CAPITAL INVESTMENT ITEMS

In addition to building operating costs outlined in Article 6, Rental Adjustments, the direct cost of operation and maintenance shall include the amortization of the cost of installation by Lessor of capital investment items which are primarily for the purpose of reducing operating costs or any items which may be required by government authority. All such items are amortized over an appropriate period, but not more than ten years (10), with an interest factor equal to the prime rate of Security Pacific National Bank (but not to exceed the highest rate permitted by law) at the time of Lessor's having incurred said expenditures.

ARTICLE 42. LATE CHARGES

Lessee acknowledges that late payment by Lessee to Lessor of rent or other sums due hereunder will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which would be extremely difficult and impracticable to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may not be imposed on Lessor by the terms of any mortgage or trust deed covering the premises. Therefore, in the event Lessee should fail to pay any installment of rent or any sum due hereunder within ten (10) days after such amount is due, Lessee shall pay to Lessor as additional rent, a late charge equal to five percent (5%) of such overdue amount. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Lessor will incur by reason of late payment by Lessee. Acceptance of such late charge by Lessor shall in no event constitute a waiver of Lessee's default with respect to such overdue amount, nor prevent Lessor from exercising any of the other rights and remedies granted hereunder.

ARTICLE 43. TITLE OF LESSOR

Lessor is the Lessee under a lease dated July 24, 1979, ("Master Lease") between Lessor and Edwin S. Lowe, ("Master Lessor"). This lease shall be subject to and subordinate to the Master Lease, and any modifications, replacements, alterations, or substitutes thereof; and if the Master Lease is terminated prior to the expiration of the term of this Lease, Lessor's rights under this Lease shall ipso facto vest in and thereafter belong to Master Lessor or its successors, and Lessee agrees to attorn to and recognize said Master Lessor as the Lessor under this Lease.

ARTICLE 44. CANCELLATION OF EXISTING LEASE

Upon occupancy of Suite 400, Lessee's lease of Suite 720 of Security Pacific Plaza will be canceled.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease the day and year first above written.

PACIFIC SOUTHWEST REALTY COMPANY

By: _____
Stephen M. Karas, Vice President

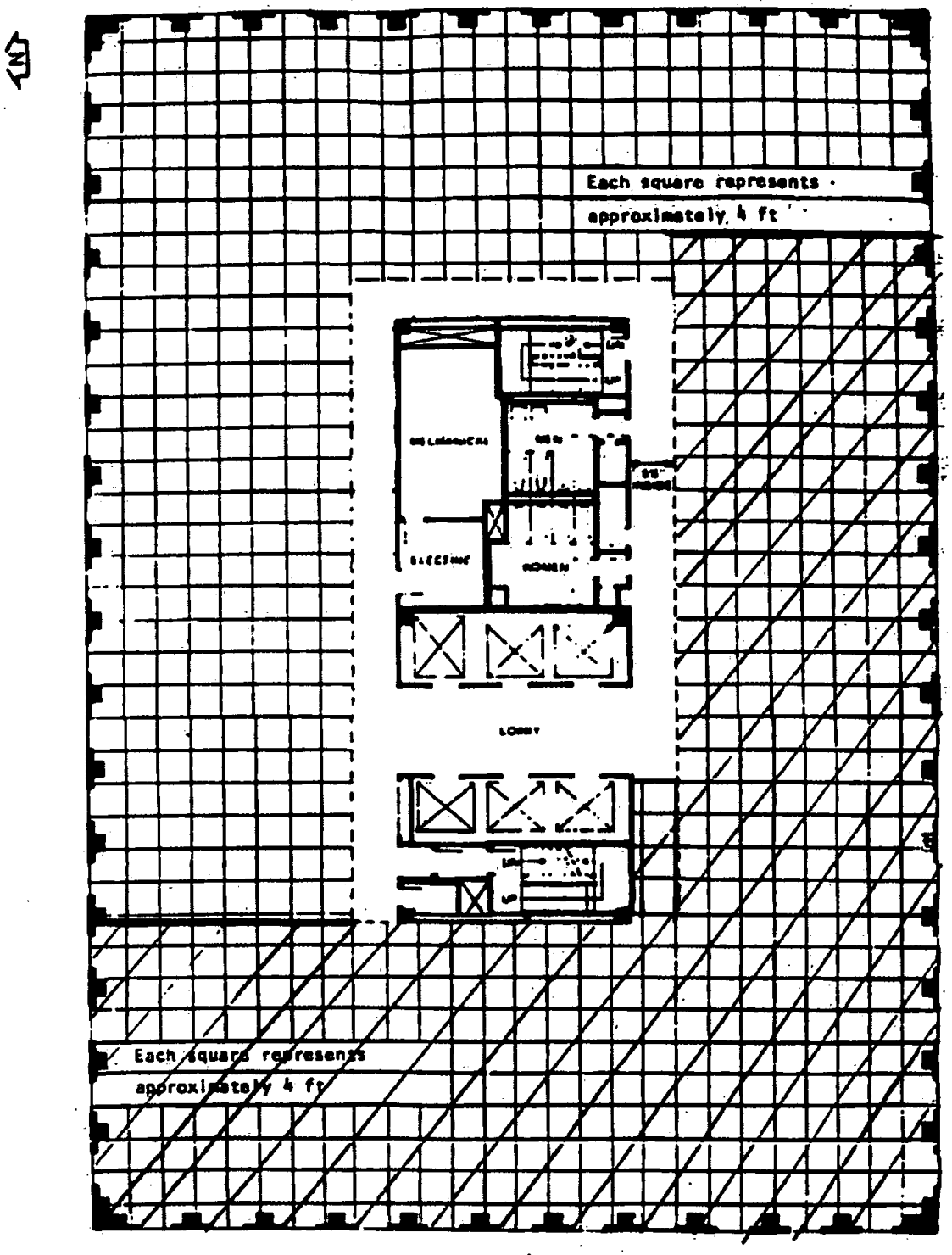
By: _____
(Lessor)
RAYMOND E. MUELLER
Vice President

SAN DIEGO DATA PROCESSING CORPORATION, A CALIFORNIA CORPORATION

By: _____
Robert J. Metzger, Executive Vice President

By: _____
(Lessee)

SECURITY PACIFIC PLAZA



SUITE 400
Approx. 7,978 rentable sq. ft.
Fourth Floor

LESSOR'S INITIALS

LESSEE'S INITIALS

EXHIBIT "A"

EXHIBIT "B"

Rules and Regulations Attached to and Made a Part of This Lease

1

No sign, placard, picture, advertisement, name or notice shall be inscribed, displayed or printed or affixed on or to any part of the outside or inside of the Building without the written consent of Lessor first had and obtained, and Lessor shall have the right to remove any such sign, placard, picture, advertisement, name or notice without notice to and at the expense of Lessee.

All approved signs or lettering on doors shall be printed, painted, affixed or inscribed at the expense of Lessee by a person approved of by Lessor.

Lessor shall not place anything or allow anything to be placed near the glass of any window, door, partition or wall which may appear unsightly from outside the premises; provided, however, that Lessor is to furnish and install a building standard window drapery at all exterior windows.

2

No Lessee shall obtain for use upon the premises, ice, drinking water, towel or other similar service or accept barbering or bootblacking services on the premises, except from persons authorized by the Lessor and at the hours and under regulations fixed by the Lessor.

3

The bulletin board or directory of the Building will be provided exclusively for the display of the name and location of Lessee only and Lessor reserves the right to exclude any other names therefrom.

4

The sidewalks, halls, passages, exits, entrances, elevators and stairways shall not be obstructed by any of the Lessees or used by them for any purpose other than for ingress to and egress from their respective premises. The halls, passages, exits, entrances, elevators, stairways, balconies and roof are not for the use of the general public and the Lessor shall in all cases retain the right to control and prevent access thereto by all persons whose presence in the judgment of the Lessor shall be prejudicial to the safety, character, reputation and interests of the Building and its Lessees, provided that nothing herein contained shall be construed to prevent such access to persons with whom the Lessee normally deals in the ordinary course of Lessee's business unless such persons are engaged in illegal activities. No Lessee and no employees or invitees of any Lessee shall go upon the roof of the Building.

5

Lessee shall not alter any lock or install any new or additional locks or any bolts on any door of the premises.

6

The toilet rooms, urinals, wash bowls and other apparatus shall not be used for any purpose other than that for which they were constructed, and no foreign substance of any kind whatsoever shall be thrown therein and the expense of any breakage, stoppage or damage resulting from the violation of this rule shall be borne by the Lessee who, or whose employees or invitees, shall have caused it.

7

Lessee shall not overload the floor of the premises or mark, drive nails, screw or drill into the partitions, woodwork or plaster or in any way deface the premises or any part thereof.

8

No furniture, freight or equipment of any kind shall be brought into the Building without the consent of Lessor and all moving of the same into or out of the Building shall be done at such time and in such manner as Lessor shall designate. Lessor shall have the right to prescribe the weight, size and position of all safes and other heavy equipment brought into the Building and also the times and manner of moving the same in and out of the Building. Safes or other heavy objects shall, if considered necessary by Lessor, stand on wood strips of such thickness as is necessary to properly distribute the weight. Lessor will not be responsible for loss of or damage to any such safe or property from any cause, and all damage done to the Building by moving or maintaining any such safe or other property shall be repaired at the expense of Lessee.

9

Lessee shall not employ any person or persons other than the janitor of Lessor for the purpose of cleaning the premises unless otherwise agreed to by Lessor.* Except with the written consent of Lessor, no person or persons other than those approved by Lessor shall be permitted to enter the building for the purpose of cleaning the same. Lessee shall not cause any unnecessary labor by reason of Lessee's carelessness or indifference in the preservation of good order and cleanliness. Lessor shall in no way be responsible to any Lessee for any loss of property on the premises, however occurring, or for any damage done to the effects of any Lessee by the janitor or any other employee or any other person. Janitor service shall include ordinary dusting and cleaning by the janitor assigned to such work and shall not include cleaning of carpets or rugs, except normal vacuuming, or moving of furniture or other special services.

10

Lessee shall not use, keep or permit to be used or kept any foul or noxious gas or substance in the premises, or permit or suffer the premises to be occupied or used in a manner offensive or objectionable to the Lessor or other occupants of the Building by reason of noise, odors, and/or vibrations, or interfere in any way with other Lessees or those having business therein, nor shall any animals or birds be brought in or kept in or about the premises or the Building.

11

No cooking shall be done or permitted by any Lessee on the premises, nor shall the premises be used for the storage of merchandise, for washing clothes, for lodging, or for any improper, objectionable or immoral purposes.

12

Lessee shall not use or keep in the premises or the building any kerosene, gasoline or inflammable or combustible fluid or material, or use any method of heating or air conditioning other than that supplied by Lessor.

13

Lessor will direct electricians as to where and how telephone and telegraph wires are to be introduced. No boring or cutting for wires will be allowed without the consent of Lessor. The location of telephones, call boxes and other office equipment affixed to the premises shall be subject to the approval of Lessor.

14

Each Lessee, upon the termination of the tenancy, shall deliver to the Lessor the keys of offices, rooms and toilet rooms which shall have been furnished the Lessee or which the Lessee shall have had made, and in the event of loss of any keys so furnished, shall pay the Lessor therefor.

15

No Lessee shall lay linoleum, tile, carpet or other similar floor covering so that the same shall be affixed to the floor of the premises in any manner except as approved by the Lessor. The expense of repairing any damage resulting from a violation of this rule or removal of any floor covering shall be born by the Lessee by whom, or by whose contractors, employees or invitees, the damage shall have been caused.

16

No furniture, packages, supplies, equipment or merchandise will be received in the Building or carried up or down in the elevators, except between such hours and in such elevators as shall be designated by the Lessor.

17

On Saturdays, Sundays and legal holidays, and on other days between the hours of 6:00 p.m. and 8:00 a.m. the following day, access to the Building, or to the halls, corridors, elevators or stairways in the Building, or to the premises may be refused unless the person seeking access is known to the person or employee of the Building in charge and has a pass or is properly identified. The Lessor shall in no case be liable for damages for any error with regard to the admission to or exclusion from the Building of any person. In case of invasion, mob, riot, public excitement, or other commotion, the Lessor reserves the right to prevent access to the Building during the continuance of the same by closing the doors or otherwise, for the safety of the Lessees and protection of property in the Building and the Building.

18

Lessee shall see that the doors of the premises are closed and securely locked before leaving the Building and must observe strict care and caution that all water faucets or water apparatus are entirely shut off before Lessee or Lessee's employees leave the Building, and that all electricity shall likewise be carefully shut off, so as to prevent waste or damage, and for any default or carelessness Lessee shall make good all injuries sustained by other tenants or occupants of the Building or Lessor.

19

Lessor reserves the right to exclude or expel from the Building any person who, in the judgment of Lessor, is intoxicated or under the influence of liquor or drugs, or who shall in any manner do any act in violation of any of the rules and regulations of the Building.

20

The requirements of Lessee will be attended to only upon application to the Office of the Building. Employees of Lessor shall not perform any work or do anything outside of their regular duties unless under special instruction from the Lessor, and no employee will admit any person (Lessee or otherwise) to any office without specific instructions from the Lessor.

21

No vending machine or machines of any description shall be installed, maintained or operated upon the premises without the written consent of the Lessor.

22

Lessor shall have the right, exercisable without notice and without liability to Lessee, to change the name and the street address of the Building of which the premises are a part.

23

Lessee shall not disturb, solicit, or canvass any occupant of the Building and shall cooperate to prevent same.

24

Without the written consent of Lessor, Lessee shall not use the name of the Building in connection with or in promoting or advertising the business of Lessee except as Lessee's address.

25

Lessor shall furnish heating and air conditioning during the hours of 8:00 a.m. to 6:00 p.m., Monday through Friday, and 8:00 a.m. to 1:00 p.m. on Saturday, except for holidays. In the event Lessee requires heating and air conditioning during off hours, Sundays, or holidays, Lessor shall on notice provide this at an hourly rate to be established by Lessor.

26

The word "Building" as used herein means the building of which the premises are a part.

EXHIBIT "C"

Lessee Improvements

Lessor will provide improvements in Suite 400, as specified in a floor plan to be attached as "Exhibit C-1," in an amount not to exceed $20.00 per usable square foot. The Lessee improvements must be mutually approved by Lessee and Lessor no later than April 17, 1992 and will not include furniture and furnishings - which are Lessee's responsibility.

Landlord's Initials

Tenant's Initials

"ATTACHMENT"

ADDENDUM TO LEASE/PROPOSAL TO LEASE

DATED April 3, 1992

Landlord warrants and represents that, except as set forth below, neither the Premises nor the building or land upon whi the Premises is located (collectively the "Property") contain asbestos, PCB transformers, or other hazardous, toxic or cc taminated materials or substances, or underground storage tanks (all of which are hereinafter referred to as "Hazardo Materials") and that no Hazardous Materials will be present in or on the Property from and after the date of this Lease/Pr posal to Lease or otherwise used or permitted to be used in, on, or about the Property by Landlord or by any other tena

If at any time Hazardous Materials are determined to be present on the Property (other than as set forth below), Landlo shall take all steps necessary to promptly remove or otherwise abate all such Hazardous Materials in accordance with rules, regulations and laws. Landlord shall use its best efforts not to materially interfere with the conduct of Tenant's busine during any such removal or abatement process.

All exceptions to the foregoing representations and warranties are listed below (if there are no exceptions, write "N Exceptions"):

Current report on file in building office, Suite 405.

LANDLORD:

STEPHEN M. KARAS, VICE PRESIDENT

RAYMOND E. MUELLER
Vice President

TENANT:

Robert J. Metzger, Executive Vice President

NOTICE TO OWNERS AND PROSPECTIVE TENANTS AND BUYERS OF REAL PROPERTY REGARDING THE AMERICANS WITH DISABILITIES ACT

Please be advised that an owner or tenant of real property may be subject to the Americans With Disabilities Act (the ADA), a Federal law codified at 42 USC Section 12101 et seq. Among other requirements of the ADA that could apply to your property, Title III of the ADA requires owners and tenants of "public accommodations" to remove barriers to access by disabled persons and provide auxiliary aids and services for hearing, vision or speech impaired persons by January 26, 1992. The regulations under Title III of the ADA are codified at 28 CFR Part 36.

We recommend that you and your attorney review the ADA and the regulations, and, if appropriate, your proposed lease or purchase agreement, to determine if this law would apply to you, and the nature of the requirements. These are legal issues. You are responsible for conducting your own independent investigation of these issues. CB Commercial cannot give you legal advice on these issues.

By your signature below, you acknowledge receipt of this Notice and hereby give broker permission to distribute this Notice to all prospective tenants and buyers for this property.

LANDLORD: _____

TENANT: _____

CCP-1400

AMENDMENT TO LEASE

THIS AMENDMENT TO LEASE ("Amendment") is entered into as of this 22nd day of November, 1994 by and between Pacific Southwest Realty Company, a Delaware corporation ("Lessor") and San Diego Data Processing Corporation, a California corporation ("Lessee") as an amendment to that certain Lease dated April 3, 1992 between Lessor and Lessee ("Lease"). Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Lease.

Lessor and Lessee hereby amend the Lease as follows:

1. Expansion Premises. The premises described in the Lease shall be expanded to include approximately 5,379 square feet on the Fourteenth Floor of Civic Center Plaza, located at 1200 Third Avenue, San Diego, California (the "Building"), as more particularly shown on Exhibit A attached hereto (the "Expansion Premises"). As used in the Lease, as modified herein, the premises shall include the Expansion Premises, effective on the Commencement Date (defined below).

2. Base Rent. The monthly base rent paid by Lessee to Lessor for the Expansion Premises will be as follows:

Period	Monthly Rent
Commencement Date - 12/31/95	$6,185.85
01/01/96 - 12/31/96	$6,723.75
01/01/97 - 07/31/02	$7,261.65

Therefore, the base rent set forth in Article 5 of the Lease will be increased as of the Commencement Date from $10,770.30 to the following:

Period	Monthly Rent
Commencement Date - 12/31/95	$16,956.15
01/01/96 - 12/31/96	$17,494.05
01/01/97 - 07/31/02	$18,031.95

If the Commencement Date begins on a day other than the first or last day of a month, the rent for the partial month shall be prorated on a per diem basis.

3. Operating Costs. Lessee's prorata share of Direct Expenses under Article 6 shall be increased as of the Commencement Date from 2.989% to 5.003%.

4. Commencement Date. Lessee's rights and obligations with respect to the Expansion Premises under the Lease, as amended herein, shall commence on the later of (i) January 1, 1995 and (ii) the date Lessor completes the Tenant Improvements for the Expansion Premises, as described below ("Commencement Date").

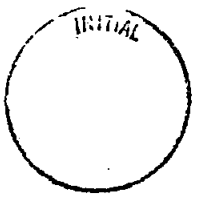
5. Tenant Improvements. Lessor shall provide an allowance of up to $26,895 ("Allowance") toward improvements (which may include cabling work, but shall not include furniture and furnishings) to the Expansion Space ("Tenant Improvements"). On or before November 30, 1994, Lessor and Lessee will agree upon the final plans for the Tenant Improvements and based on the approved final plans, Lessor will prepare an estimate of the cost to perform the Tenant Improvements ("Estimate"). If the Estimate is greater than the Allowance, Lessee will promptly deposit with Lessor an amount equal to the difference between the Estimate and the Allowance ("Deposit") to be applied toward the cost of the Tenant Improvements. Following approval of the final plans and the delivery to Lessor of the Deposit, if required, Lessor will commence the Tenant Improvements. If the actual cost of the Tenant Improvements is (i) less than the Estimate, Lessor will promptly return the excess portion of the Deposit to Lessee or (ii) greater than the Estimate, Lessee will promptly pay the overage to Lessor.

6. Notices. Article 30 of the Lease is amended to change the place for notices and demands by the Lessee to the Lessor as follows:

Pacific Southwest Realty Company
c/o Bank of America NT&SA
20 North Raymond Avenue
Third Floor
Pasadena, California 91103-3931
Attn: Real Estate Manager
Tel: (818) 578-7700

~~7. Address for Payment of Rent. The second paragraph of Article 6 of the Lease is amended to change the place for payment of rent to:~~

INITIAL



~~Bank of America NT&SA~~
Corporate Accounting
File Box 6709
Post Office Box 60000
San Francisco, California 94160

8. Parking. Lessee's right to rent parking for eight (8) cars in the Building's parking facilities as set forth in Article 35 of the Lease will be increased to sixteen (16) cars as of the Commencement Date.

9. Attorneys' Fees. Article 27 of the Lease is hereby amended in its entirety to read as follows:

> Attorneys' Fees. If there is any action, arbitration or proceeding between Lessor and Lessee to enforce or interpret any provision of this Lease or to protect or establish any right or remedy of either Lessor or Lessee hereunder, the unsuccessful party to such action, arbitration or proceeding will pay to the prevailing party all costs and expenses, including reasonable attorneys' fees (including allocated costs of Lessor's in-house counsel) incurred by such prevailing party in such action, arbitration or proceeding and in any appeal in connection therewith, and if such prevailing party recovers a judgment in any such action, arbitration, proceeding or appeal, such costs, expenses and attorneys' fees will be determined by the court or arbitrator(s) handling the proceeding and will be included in and as a part of such judgment.

10. The following Articles are hereby added to the Lease:

> Article 45. Hazardous Materials. For the purposes of this Lease, the following terms have the following meanings:
>
> (a) "Environmental Laws" means any and all laws, statutes, ordinances or regulations pertaining to

health, industrial hygiene or the environment including, without limitation, CERCLA (Comprehensive Environmental Response Compensation and Liability Act of 1980) and RCRA (Resources Conservation and Recovery Act of 1976).

(b) "Hazardous Substances" means asbestos or any substance, material or waste which is or becomes designated, classified or regulated as being "toxic" or "hazardous" or a "pollutant" or which is or becomes similarly designated, classified or regulated under any federal, state or local law, regulation or ordinance.

At its own expense, Lessee will procure, maintain in effect and comply with all conditions of any and all permits, licenses and other governmental and regulatory approvals required for Lessee's use of the premises, including, without limitation, discharge of appropriately treated materials or wastes into or through any sanitary sewer serving the premises. Lessee will cause any and all Hazardous Substances removed by it from the premises to be removed and transported solely by duly licensed haulers to duly licensed facilities for final disposal. Lessee will, in all respects, handle, treat, deal with and manage any and all Hazardous Substances in, on, under or about the premises in total conformity with all applicable Environmental Laws and prudent industry practices regarding management of such Hazardous Substances. Upon expiration or earlier termination of the term of this Lease, Lessee will cause all Hazardous Substances placed on, under or about the premises by Lessee or at Lessee's direction to be removed and transported for use, storage or disposal in accordance and compliance with all applicable Environmental Laws. Lessee will not take any remedial action

in response to the presence of any Hazardous Substances in or about the premises or the Building, nor enter into any settlement agreement, consent decree or other compromise in respect to any claims relating to any Hazardous Substances in any way connected with the Premises without first notifying Master Landlord and Lessor of Lessee's intention to do so and affording Master Landlord and Lessor ample opportunity to appear, intervene or otherwise appropriately assert and protect Master Landlord's and Lessor's interests with respect thereto.

Article 46. Artwork. Lessee will not install any artwork of any nature in the premises which cannot be removed without damage or destruction to the artwork. Lessee may not alter or modify any piece of artwork within the Premises without Lessor's express written consent, which Lessor may withhold in its sole discretion.

Article 47. ARBITRATION OF DISPUTES.

THE PROVISIONS OF THIS ARTICLE 47 SHALL APPLY TO THE RESOLUTION OF DISPUTES BETWEEN LESSOR AND LESSEE UNLESS THE MASTER LESSOR IS OR MAY BECOME A PARTY TO THE DISPUTE, IN WHICH EVENT THE PROVISIONS OF THIS ARTICLE 47 SHALL APPLY ONLY IF THE MASTER LESSOR AGREES TO SETTLE THE DISPUTE PURSUANT TO THE TERMS HEREOF.

ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS LEASE OR ANY AGREEMENTS OR INSTRUMENTS RELATING HERETO OR DELIVERED IN CONNECTION HEREWITH, INCLUDING BUT NOT LIMITED TO A CLAIM BASED ON OR ARISING FROM AN ALLEGED TORT WILL, AT THE REQUEST OF ANY PARTY, BE DETERMINED BY ARBITRATION IN ACCORDANCE WITH THE FEDERAL ARBITRATION ACT (9 U.S.C. SECTION 1 ET SEQ.) UNDER THE AUSPICES AND RULES OF THE AMERICAN

ARBITRATION ASSOCIATION ("AAA"). THE AAA SHALL BE INSTRUCTED BY EITHER OR BOTH OF THE PARTIES TO PREPARE A LIST OF THREE (3) JUDGES WHO HAVE RETIRED FROM THE SUPERIOR COURT OF THE STATE OF CALIFORNIA, A HIGHER CALIFORNIA COURT OR ANY FEDERAL COURT. WITHIN TEN (10) DAYS OF RECEIPT OF THE LIST, EACH PARTY MAY STRIKE ONE (1) NAME FROM THE LIST. THE AAA WILL THEN APPOINT THE ARBITRATOR FROM THE NAME(S) REMAINING ON THE LIST. THE ARBITRATION WILL BE CONDUCTED IN SAN FRANCISCO, LOS ANGELES OR SAN DIEGO, WHICHEVER IS THE CLOSEST CITY TO THE NEXUS OF THE DISPUTE. ANY CONTROVERSY IN INTERPRETATION OR ENFORCEMENT OF THIS PROVISION, OR WHETHER A DISPUTE IS ARBITRABLE, WILL BE DETERMINED BY THE ARBITRATOR. JUDGMENT UPON THE AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. THE INSTITUTION AND MAINTENANCE OF AN ACTION FOR JUDICIAL RELIEF OR IN PURSUIT OF A PROVISIONAL OR ANCILLARY REMEDY DOES NOT CONSTITUTE A WAIVER OF THE RIGHT OF ANY PARTY, INCLUDING THE PLAINTIFF, TO SUBMIT THE CONTROVERSY OR CLAIM TO ARBITRATION. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, THE PARTIES HERETO ACKNOWLEDGE AND AGREE THAT THE PROVISIONS OF THIS ARTICLE 47 WILL NOT APPLY TO ANY DEFAULT BY LESSEE OR TO SUMMARY PROCEEDINGS TO OBTAIN POSSESSION OF REAL PROPERTY PURSUANT TO CHAPTER 4 OF THE CALIFORNIA CODE OF CIVIL PROCEDURE (SECTION 1159 ET SEQ.) AS AMENDED FROM TIME TO TIME OR ANY SIMILAR LAW, STATUTE OR ORDINANCE NOW OR HEREAFTER IN EFFECT.

NOTICE: BY INITIALLING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE

LITIGATED IN A COURT OR JURY TRIAL. BY INITIALLING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION TO NEUTRAL ARBITRATION.

LESSEE'S INITIALS	LESSOR'S INITIALS

(Signature page follows)

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment as of the day and year first above-written.

Lessor:

Pacific Southwest Realty Company, a Delaware corporation

By:_____
Name:_____
Title:_____

By:_____
Name:_____
Title:_____

Lessee:

San Diego Data Processing Corporation, a California corporation

By:_____
Name: Leon D Rizio
Title: Executive Vice President

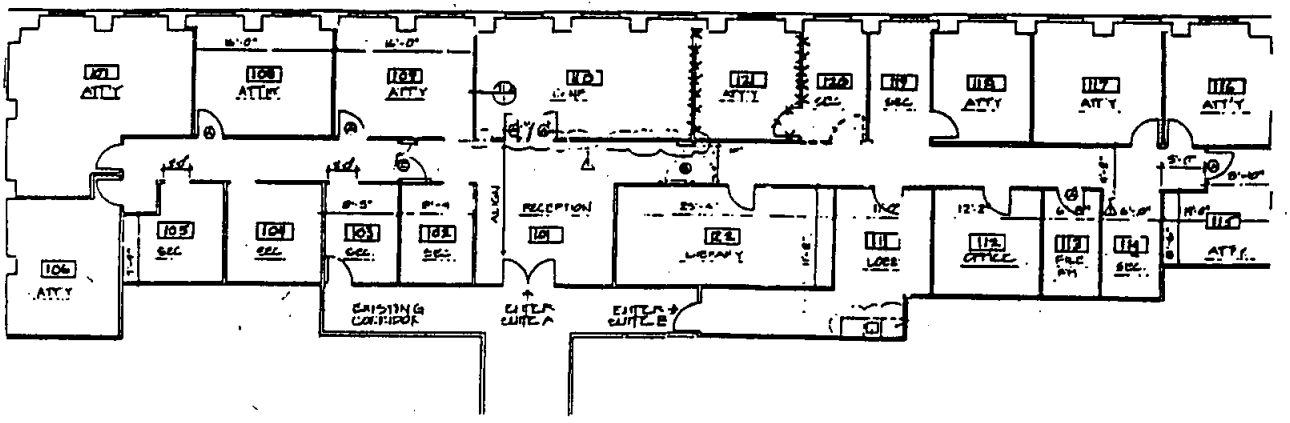
By:_____
Name: Joseph Giammona
Title: Corporate Counsel

EXHIBIT "A"

EXPANSION PREMISES

Lessor shall provide up to $26,895.00 ($5.00/s.f.) for remodeling work to be performed by Lessor's contractor in accordance with mutually approved plans which shall essentially include the improvements indicated below:

1. Refinish/oil doors as necessary.
2. Patch/repaint as required in Room 111.
3. Remove walls on both sides of Room 121 and refit ceiling, lighting and HVAC as required. Install new door and extended wall in Room 120.
4. Cut tiles and replace carpet in Rooms 110, 121, and 120, and match base and paint as necessary, in order to create new, larger Board Room.
5. Relocate existing cabinets in Room 120 to Room 111.
6. Rehang draperies as required.
7. Replace parabolic lenses in Room 101 with standard lenses.
8. Repaint Room 113.
9. Coordinate computer/phone cable installation.
10. Remove mirrors and repair/repaint wall as necessary in Room 107.



LESSOR'S INITIALS

LESSEE'S INITIALS

SECOND AMENDMENT TO LEASE

THIS AMENDMENT TO LEASE ("Amendment") is entered into as of this 1st day of April, 1996 by and between Pacific Southwest Realty Company, a Delaware corporation ("Lessor") and San Diego Data Processing Corporation, a California corporation ("Lessee") as an amendment to that certain Lease dated April 3, 1992 between Lessor and Lessee as amended by that certain Amendment to Lease dated November 22, 1994 (collectively "Lease"). Capitalized terms used herein and not otherwise defined shall have the meanings given to them in the Lease.

Lessor and Lessee hereby amend the Lease as follows:

1. Expansion Premises. The premises described in the Lease shall be expanded to include approximately 5,191 rentable square feet in the southwest corner of the Fifteenth Floor of Civic Center Plaza, located at 1200 Third Avenue, San Diego, California (the "Building"), as more particularly shown on Exhibit A attached hereto (the "Expansion Premises"). As used in the Lease, as modified herein, the premises shall include the Expansion Premises, effective on the Commencement Date (defined below).

2. Commencement Date. Lessee's rights and obligations with respect to the Expansion Premises under the Lease, as amended herein, shall commence on the later of (i) ~~June~~ July 1, 1996 and (ii) the date Lessor completes the Tenant Improvements for the Expansion Premises, as described below ("Commencement Date").

3. Base Rent. The monthly base rent to be paid by Lessee to Lessor for the Expansion Premises only will be as follows:

Period	Monthly Rent
First 12 months	$5,969.65
Second 12 months	$6,488.75
Balance of Lease term	$7,007.85

If the Commencement Date begins on a day other than the first or last day of a month, the rent for the partial month shall be prorated on a per diem basis.

4. Operating Costs. Lessee's prorata share of Direct Expenses under Article 6 shall be increased as of the Commencement Date from 5.003% to 6.948%.

5. Tenant Improvements. Lessor shall provide an allowance of up to $25,955 ("Allowance") toward improvements (which may include cabling work, but shall not include furniture and furnishings) to the Expansion Space ("Tenant Improvements"). On or before April 12, 1996, Lessor and Lessee will agree upon the final plans for the Tenant Improvements and based on the approved final plans, Lessor will prepare an estimate of the cost to perform the Tenant Improvements ("Estimate"). If the Estimate is greater than the Allowance, Lessee will promptly deposit with Lessor an amount equal to the difference between the Estimate and the Allowance ("Deposit") to be applied toward the cost of the Tenant Improvements. Following approval of the final plans and the delivery to Lessor of the Deposit, if a Deposit is required, Lessor will commence the Tenant Improvements. If Tenant has made the Deposit and the actual cost of the Tenant Improvements is less than the Estimate, Lessor will promptly return the excess portion of the Deposit to Lessee or if the actual cost is greater than the Estimate, Lessee will promptly pay the overage to Lessor.

6. Parking. Lessee's right to rent parking for sixteen (16) cars in the Building's parking facilities as set forth in Article 35 of the Lease will be increased to twenty-one (21) cars as of the Commencement Date.

(Signature page follows)

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment as of the day and year first above-written.

Lessor:

Pacific Southwest Realty Company, a Delaware corporation

By: CONRAD B. ANDERSEN
Name: Vice President
Title: (213) 845-4157

By:
Name:
Title:

Lessee:

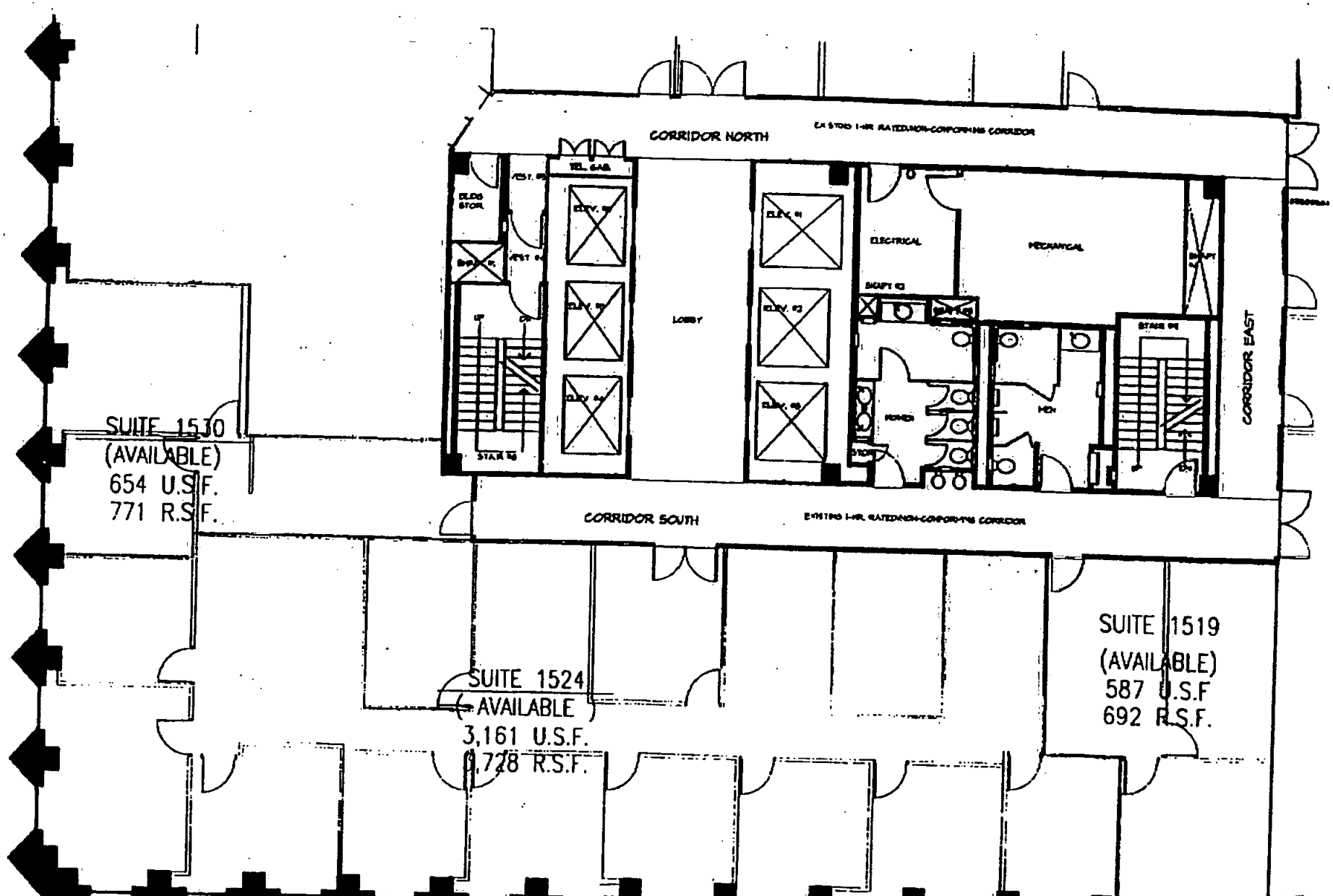
San Diego Data Processing Corporation, a California corporation

By:
Name: Ronald K. Wittenberg
Title: President & CEO

By:
Name:
Title:

EXHIBIT A

EXPANSION PREMISES



--- INDICATES SUITE SEPARATION

THIRD AMENDMENT TO LEASE

THIS THIRD AMENDMENT TO LEASE ("Amendment") is entered into as of this 31st day of October, 1996 by and between Pacific Southwest Realty Company, a Delaware corporation ("Lessor") and San Diego Data Processing Corporation, a California corporation ("Lessee") as an amendment to that certain Lease dated April 3, 1992 between Lessor and Lessee as amended by that certain (i) Amendment to Lease dated November 22, 1994 and (ii) Second Amendment to Lease dated April 1, 1996 (collectively "Lease"). Capitalized terms used herein and not otherwise defined shall have the meanings given to them in the Lease.

Lessor and Lessee hereby amend the Lease as follows:

1. Expansion Premises. The premises described in the Lease shall be expanded to include approximately 1,525 rentable square feet in the northeast corner of the Fourth Floor of Civic Center Plaza, located at 1200 Third Avenue, San Diego, California (the "Building"), as more particularly shown on Exhibit A attached hereto (the "Expansion Premises"). As used in the Lease, as modified herein, the premises shall include the Expansion Premises, effective on the Commencement Date (defined below).

2. Commencement Date. Lessee's rights and obligations with respect to the Expansion Premises under the Lease, as amended herein, shall commence on the later of (i) December 1, 1996 and (ii) the date Lessor completes the Tenant Improvements for the Expansion Premises, as described below ("Commencement Date").

3. Base Rent. The monthly base rent to be paid by Lessee to Lessor for the Expansion Premises only will be as follows:

Period	Monthly Rent
First 12 months	$1,677.50
Second 12 months	$1,830.00
Balance of Lease term	$2,058.75

If the Commencement Date begins on a day other than the first or last day of a month, the rent for the partial month shall be prorated on a per diem basis.

4. Operating Costs. Lessee's prorata share of Direct Expenses under Article 6 shall be increased as of the Commencement Date from 6.948% to 7.519%.

5. Tenant Improvements. Lessor shall provide an allowance of up to $13,725 ("Allowance") toward improvements (which may include new carpet, paint, ceiling, lighting, air conditioning, and/or cabling work, but shall not include furniture and furnishings) to the Expansion Space ("Tenant Improvements"). On or before November 1, 1996, Lessor and Lessee will agree upon the final plans for the Tenant Improvements and based on the approved final plans, Lessor will prepare an estimate of the cost to perform the Tenant Improvements ("Estimate"). If the Estimate is greater than the Allowance, Lessee will promptly deposit with Lessor an amount equal to the difference between the Estimate and the Allowance ("Deposit") to be applied toward the cost of the Tenant Improvements. Following approval of the final plans and the delivery to Lessor of the Deposit, if a Deposit is required, Lessor will commence the Tenant Improvements. If Tenant has made the Deposit and the actual cost of the Tenant Improvements is less than the Estimate, Lessor will promptly return the excess portion of the Deposit to Lessee or if the actual cost is greater than the Estimate, Lessee will promptly pay the overage to Lessor. Tenant shall have no right to any unexpended portion of the Allowance if the cost of the Tenant Improvements is less than the Allowance.

6. Parking. Lessee's right to rent parking for twenty-one (21) cars in the Building's parking facilities as set forth in Article 35 of the Lease will be increased to twenty-six (26) cars as of the Commencement Date.

(Signature page follows)

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment as of the day and year first above-written.

Lessor:

Pacific Southwest Realty Company, a Delaware corporation

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____
By: _____
Name: _____
Title: _____

Lessee:

San Diego Data Processing Corporation, a California corporation

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

EXHIBIT A

EXPANSION PREMISES

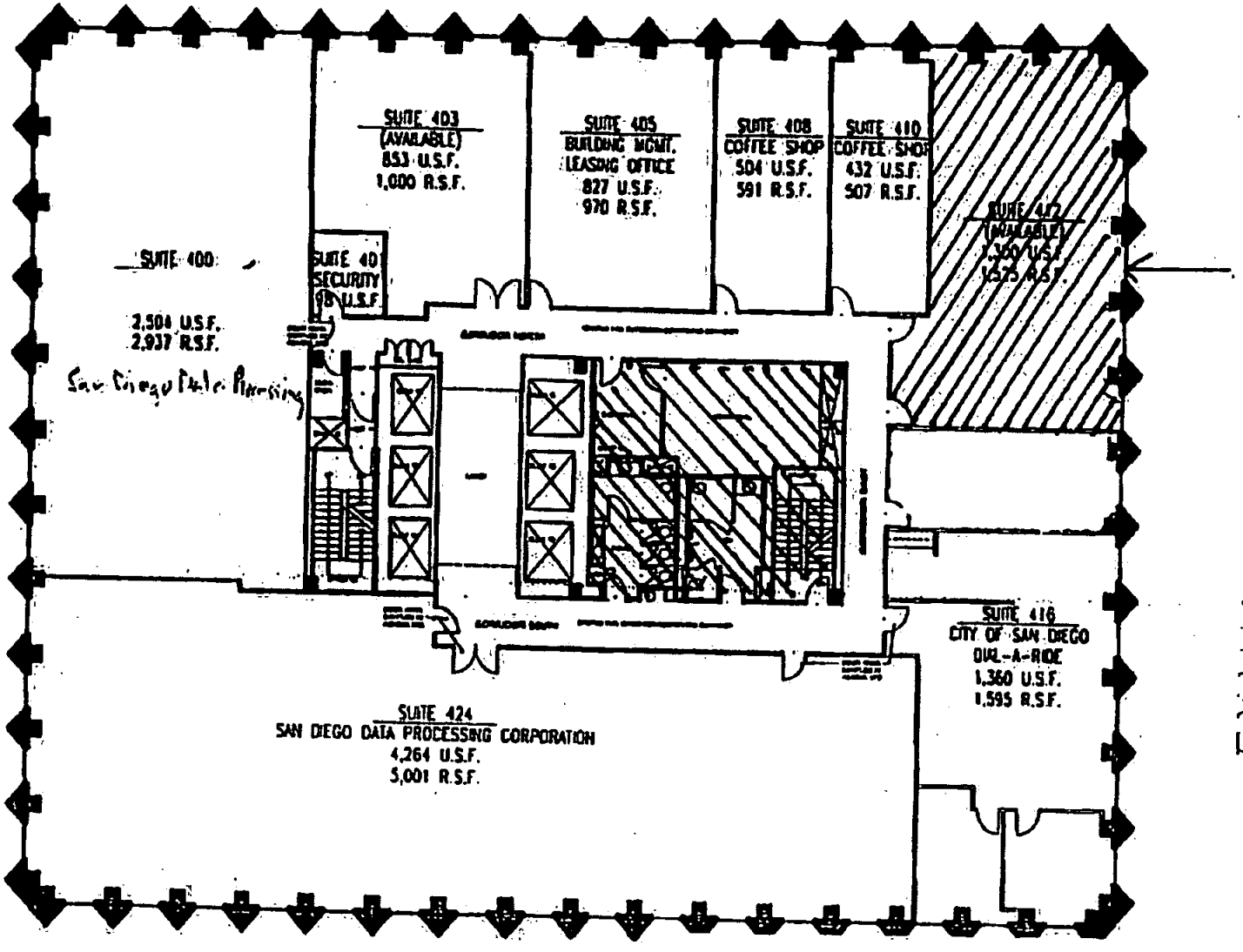


EXHIBIT "A"

Landlord's Initials PSL

Tenant's Initials

CIVIC CENTER PLAZA

FLOOR 4	R.S.F.	U.S.F.	R/U FACTOR
SINGLE-TENANT	14,698.27	13,870.85	1.059507
MULTI-TENANT	14,698.27	12,529.00	1.172896

0 10' 20'

PLOT DATE 05/20/94

KOLL MANAGEMENT SERVICES
1200 THIRD AVENUE, SUITE 405
SAN DIEGO, CALIFORNIA 92101
(619) 232 8919

CONSENT

The undersigned hereby consent to the Third Amendment to Lease, dated October 31, 1996, between Pacific Southwest Realty Company and San Diego Data Processing Corporation.

Rock Asset Management

By: _____
Name: RICHARD WOLFEN
Title: PRESIDENT

Senturia Investments, Inc.

By: _____
Name: Neil Senturia
Title: President

CB COMMERCIAL
REAL ESTATE GROUP, INC.
INSTITUTIONAL SERVICES

CB COMMERCIAL
Delivering Solutions Through Local Knowledge Worldwide
FOUNDED 1906

March 25, 1997

KRAIG KRISTOFFERSON
SENIOR VICE PRESIDENT
INVESTMENT PROPERTIES

619 696-8310
619 232-2462 FAX

Mr. Bill Humphries
San Diego Data Processing Corporation
Civic Center Plaza, Suite 424
1200 Third Avenue
San Diego, CA 9201

RE: **FOURTH AMENDMENT TO LEASE - CIVIC CENTER PLAZA**

Dear Bill:

We are pleased San Diego Data Processing Corporation has expressed a continued interest to expand its offices to include additional space on the Fourteenth Floor in Civic Center Plaza located at 1200 Third Avenue. On behalf of the Landlord, I am pleased to present the following proposal which would be based on the assumption that a simple Amendment to Lease would be prepared to reflect the additional square footage and rent, but subject to all the terms and conditions of your existing Lease.

1. LEASE AREA: Suite 1402 which is comprised of approximately 1,060 rentable square feet and Suite 1405 which is comprised of approximately 7,902 rentable square feet, for a total of approximately 8,962 rentable square feet comprising the remainder of the Fourteenth Floor.

2. LEASE TERM: Coterminous with your existing Lease dated April 3, 1992, which expires July 31, 2002. The commencement date for the additional space shall be April 7, 1997.

3. MONTHLY RENT: The monthly Base Rental Rate for the first year for this additional space shall be $1.05 per rentable square foot, per month ($9,410.10). The Base Rental Rate for the second year for this additional space shall be $1.20 per rentable square foot, per month ($10,754.40). Commencing April 8, 1999, the Base Rental Rate for this additional space shall be $1.35 per rentable square foot, per month ($12,098.70), which equates to the Rental Rate being paid for your existing space, and the monthly Base Rental Rate for the balance of the term for the entire square footage would be based on the $1.35 per rentable square foot, per month rate.

4. TENANT IMPROVEMENTS: Landlord, at Landlord's expense, shall repaint the suites, clean the carpet, and make the one room indicated into a private office (remove cabinets and install carpet per the attached plan).

The information above has been obtained from sources believed reliable. While we do not doubt its accuracy, we have not verified it and make no guarantee, warranty or representation about it. It is your responsibility to independently confirm its accuracy and completeness. Any projections, opinions, assumptions or estimates used are for example only and do not represent the current or future performance of the property. The value of this transaction to you depends on tax and other factors which should be evaluated by your tax, financial and legal advisors. You and your advisors should conduct a careful, independent investigation of the property to determine to your satisfaction the suitability of the property for your needs.

KK\alm\HUMP0311.LPR

5. DIRECT OPERATING EXPENSES: Tenant's pro rata share of the Building's Direct Operating Expenses shall be increased to reflect the additional square footage.

6. PARKING: Tenant shall have the right to rent up to nine (9) additional parking spaces within the Building parking structure at prevailing market rates.

7. CONTINGENCY: This proposal is contingent upon the availability of space, prior lease proposals, the approval of Landlord's senior management and assignee's consent, the acceptance of this proposal by March 27, 1997, and the consummation of a fully executed Amendment to Lease by March 28, 1997.

Please contact me at your earliest convenience with any questions you may have regarding this proposal. The Landlord has valued your tenancy for many years, and looks forward to your continued occupancy in the Building. Please sign and return a copy of this proposal indicating your acceptance.

Very truly yours,

CB COMMERCIAL
REAL ESTATE GROUP, INC.

Kraig Kristofferson

Enclosure

c: Spiro Kailas
Neil Senturia
Rick Wolfen
Don Petros
Cindy Poes
Hans Strom

AGREED AND ACCEPTED:

TENANT: SAN DIEGO DATA PROCESSING CORPORATION

By: _____ Date: 3/28/97

The information above has been obtained from sources believed reliable. While we do not doubt its accuracy, we have not verified it and make no guarantee, warranty or representation about it. It is your responsibility to independently confirm its accuracy and completeness. Any projections, opinions, assumptions or estimates used are for example only and do not represent the current or future performance of the property. The value of this transaction to you depends on tax and other factors which should be evaluated by your tax, financial and legal advisors. You and your advisors should conduct a careful, independent investigation of the property to determine to your satisfaction the suitability of the property for your needs.

ORIGINAL

FIFTH AMENDMENT TO LEASE

THIS FIFTH AMENDMENT TO LEASE ("Amendment") is entered into as of August 15, 1997 by and between Pacific Southwest Realty Company, a Delaware corporation ("Lessor") and San Diego Data Processing Corporation, a California corporation ("Lessee") as an amendment to that certain Lease dated April 3, 1992 between Lessor and Lessee as amended by that certain Amendment to Lease dated November 22, 1994, Second Amendment to Lease dated April 1, 1996, Third Amendment to Lease dated October 31, 1996 and Fourth Amendment to Lease dated March 28, 1997 (collectively "Lease"). Capitalized terms used herein and not otherwise defined shall have the meanings given to them in the Lease.

Lessor and Lessee hereby amend the Lease as follows:

1. Expansion Premises. The premises described in the Lease shall be expanded to include the approximately 455 rentable square feet, known as Suite 414 and located on the east side of the Fourth Floor of Civic Center Plaza, located at 1200 Third Avenue, San Diego, California (the "Building"), as more particularly shown cross-hatched on Exhibit A attached hereto (the "Expansion Premises"). As used in the Lease, as modified herein, the premises shall include the Expansion Premises, effective on the Commencement Date (defined below).

2. Commencement Date. Lessee's rights and obligations with respect to the Expansion Premises under the Lease, as amended herein, shall commence on September 1, 1997 ("Commencement Date").

3. Base Rent. The monthly base rent to be paid by Lessee to Lessor for the Expansion Premises only will be $614.25. If the Commencement Date begins on a day other than the first or last day of a month, the rent for the partial month shall be prorated on a per diem basis.

4. Operating Costs. Lessee's prorata share of Direct Expenses under Article 6 shall be increased as of the Commencement Date from 10.876% to 11.046%.

5. Lessee Improvements. Lessor, at Lessor's sole cost and expense, shall install a door between Suite 412, currently part of the premises, and the Expansion Premises. Except for the foregoing, the Expansion Premises

shall be delivered on the Commencement Date in their "as is" condition.

6. Parking. Lessee's right to rent parking for thirty-five (35) cars in the Building's parking facilities as set forth in Article 35 of the Lease will be increased to thirty-six (36) cars as of the Commencement Date.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment as of the day and year first above-written.

Lessor:

Pacific Southwest Realty Company, a Delaware corporation

By: _____
Name: James Berry
Title: V.P.

By: _____
Name: Jim Wm
Title: VP

Lessee:

San Diego Data Processing Corporation, a California corporation

By: _____
Name: Roger Talamantez
Title: President and CEO

By: _____
Name: Larry L. Marshall
Title: General Counsel

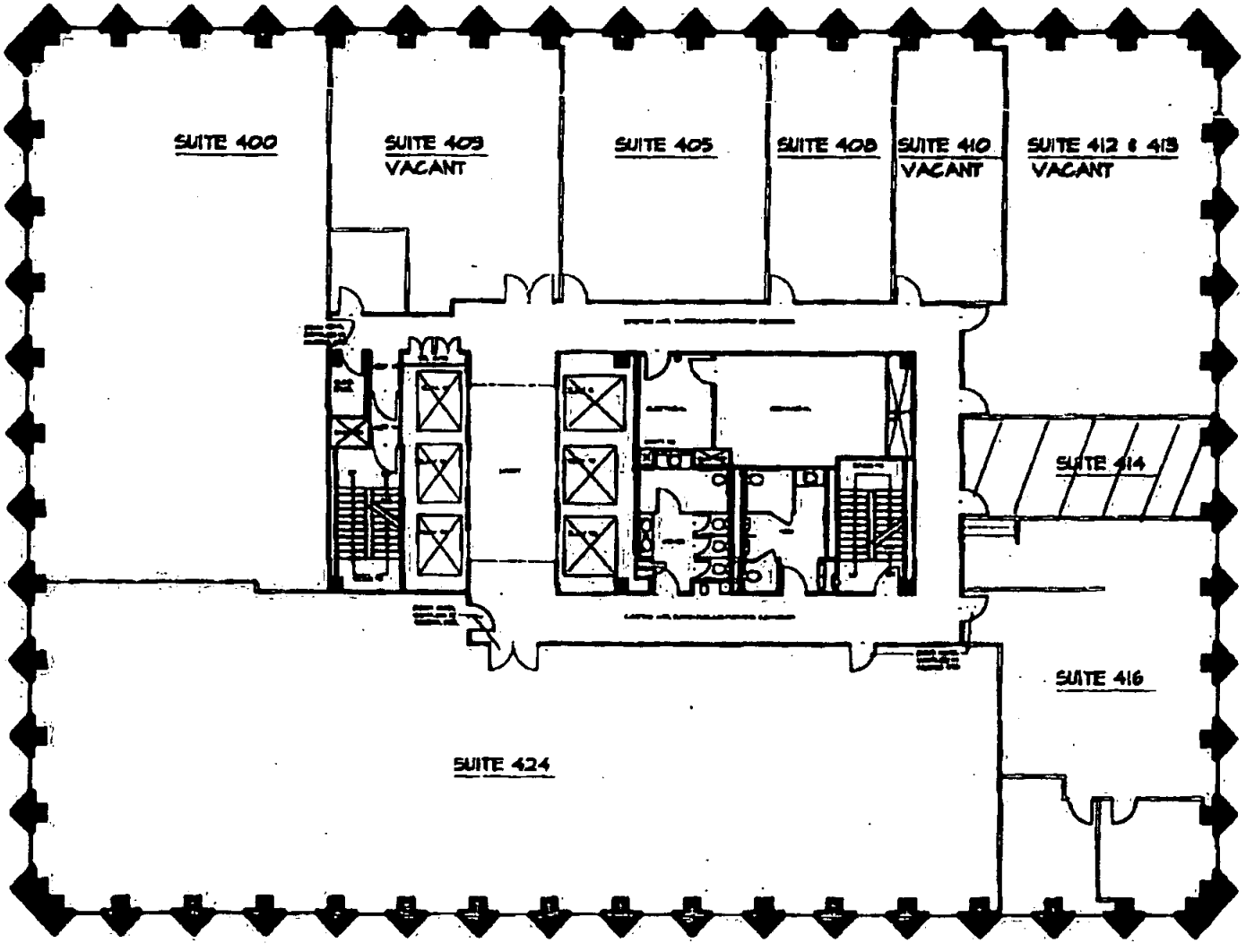
005

SAN DIEGO DPC

06/21/96 FRI 16:35 FAX 533 5993

EXHIBIT A

EXPANSION PREMISES



CIVIC CENTER PLAZA

FLOOR 4

MULTI-TENANT
00,000 U.S.F.
00,000 R.S.F.

BOORA DESIGN GROUP, INC.

KOLL MANAGEMENT SERVICES
1200 THIRD AVENUE, SUITE 405
SAN DIEGO, CALIFORNIA 92101
(619) 232 8919

0 10' 20'

N

DC-174903.1

CONSENT

The undersigned hereby consent to the Fifth Amendment to Lease, dated as of August 15, 1997, between Pacific Southwest Realty Company and San Diego Data Processing Corporation.

Rock Asset Management

By: _____
Name: RICHARD WOLFEN
Title: PRESIDENT

Senturia Investments, Inc.

By: _____
Name: Neil Senturia
Title: President

ORIGINAL

00029882

SIXTH AMENDMENT TO LEASE

THIS SIXTH AMENDMENT TO LEASE ("Amendment") is entered into as of October 15, 1997 by and between Pacific Southwest Realty Company, a Delaware corporation ("Lessor") and San Diego Data Processing Corporation, a California corporation ("Lessee") as an amendment to that certain Lease dated April 3, 1992 between Lessor and Lessee as amended by that certain Amendment to Lease dated November 22, 1994, Second Amendment to Lease dated April 1, 1996, Third Amendment to Lease dated October 31, 1996, Fourth Amendment to Lease dated March 28, 1997 and Fifth Amendment to Lease dated August 15, 1997 (collectively "Lease"). Capitalized terms used herein and not otherwise defined shall have the meanings given to them in the Lease.

Lessor and Lessee hereby amend the Lease as follows:

1. Expansion Premises. The premises described in the Lease shall be expanded to include the approximately 3,210 rentable square feet, known as Suite 1300 and located on the northwest corner of the Thirteenth Floor of Civic Center Plaza, located at 1200 Third Avenue, San Diego, California (the "Building"), as more particularly shown on Exhibit A attached hereto (the "Expansion Premises"). As used in the Lease, as modified herein, the premises shall include the Expansion Premises, effective on the Commencement Date (defined below).

2. Commencement Date. Lessee's rights and obligations with respect to the Expansion Premises under the Lease, as amended herein, shall commence on November 1, 1997 ("Commencement Date") and end, unless earlier terminated pursuant to the Lease, on October 31, 1998 (the "Amendment Term"). Notwithstanding the foregoing, if Lessor completes the Lessor Improvements set forth in Paragraph 6 prior to the Commencement Date, Lessee shall be allowed access to the Expansion Premises prior to the Commencement Date, subject to all of the terms and conditions of the Lease, to make alterations to the Expansion Premises pursuant to Article 9 of the Lease.

3. Base Rent. The monthly base rent to be paid by Lessee to Lessor for the Expansion Premises only for the Amendment Term will be $4,333.50. If the monthly rent begins or ends on a day other than the first or last day of

a month, respectively, the rent for the partial month shall be prorated on a per diem basis.

4. Option to Extend.

a. Option. Lessee shall have an option ("Option") to extend the Amendment Term for approximately forty-five (45) months, thereby expiring coterminous with the Lease on July 31, 2002 (the "Option Period") on the terms and conditions contained in the Lease, except that the monthly base rent for the Expansion Premises shall be adjusted pursuant to Exhibit B attached hereto.

b. Exercise. Lessee shall give written notice no later than January 31, 1998 of Lessee's desire to exercise the Option subject to the determination of the Option Period monthly base rent for the Expansion Premises pursuant to Exhibit B. Lessee must exercise the Option within thirty (30) days after the rent for the Option Term has been determined, but in no event later than April 30, 1998, or the Option will be of no further force or effect.

5. Operating Costs. Lessee's prorata share of Direct Expenses under Article 6 of the Lease shall not be increased for the Amendment Term; however, should Lessee exercise the Option, Lessee's prorata share of Direct Expenses under Article 6 of the Lease shall be increased to 13.062%.

6. Lessor Improvements. Lessor, at Lessor's sole cost and expense, shall repaint the interior painted walls of the Expansion Premises and replace the entry door hardware with ADA compliant hardware (the "Lessor Improvements"). Except for the foregoing, the Expansion Premises shall be delivered on the Commencement Date in their "as is" condition.

7. Parking. Lessee's right to rent parking for thirty-six (36) cars in the Building's parking facilities as set forth in Article 35 of the Lease will be increased to thirty-nine (39) cars for the Amendment Term and the Option Term, if exercised.

[Signature page follows]

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment as of the day and year first above-written.

Lessor:

Pacific Southwest Realty Company, a Delaware corporation

By: _____
Name: MICHAEL C. DAVIS
Title: VICE PRESIDENT

By: _____
Name: Jim Womack
Title: VP

Lessee:

San Diego Data Processing Corporation, a California corporation

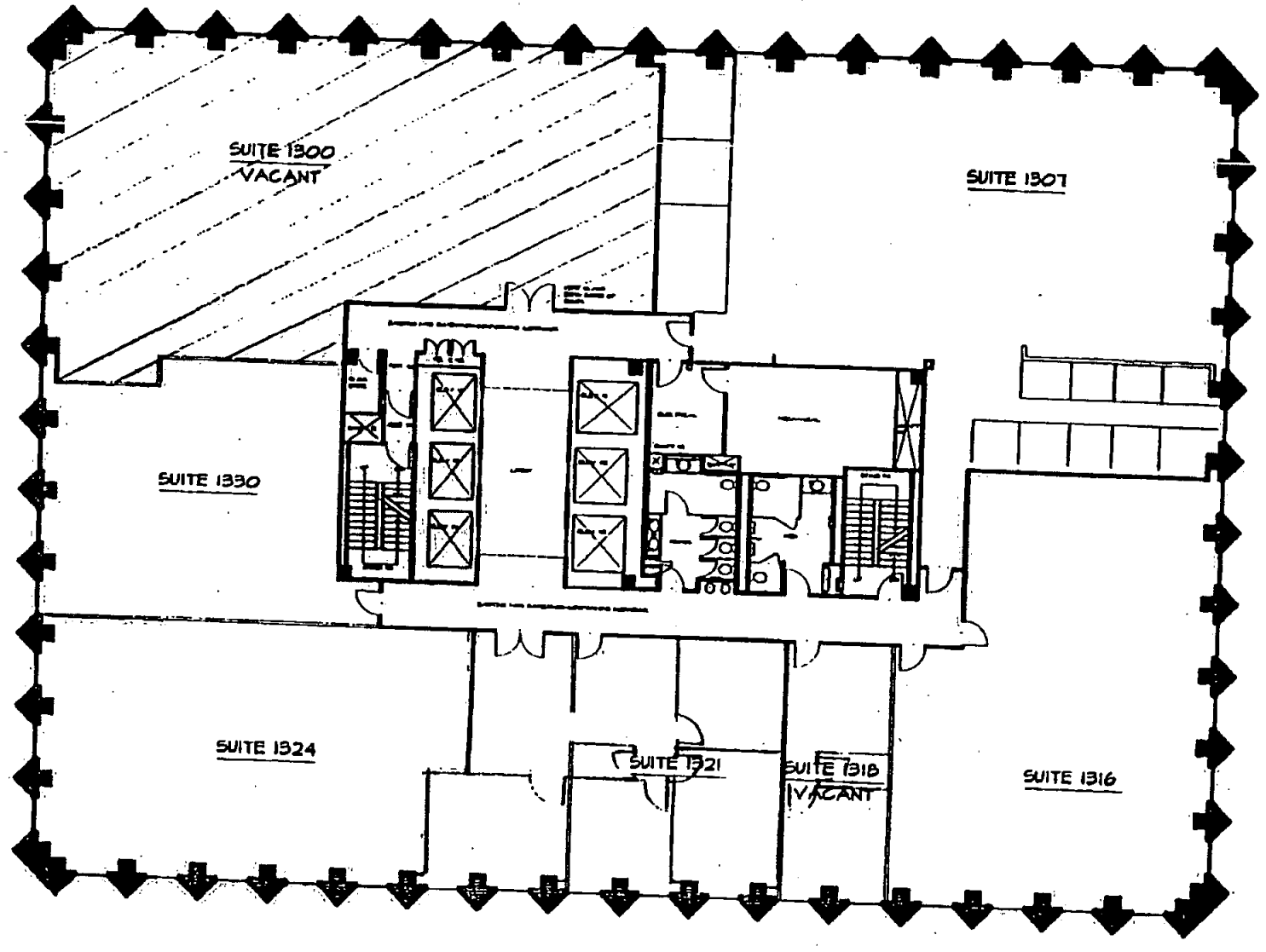
By: _____
Name: John G. Howry
Title: VP/G.M. Finance & Admin

By: _____
Name: R.E. WITTENBERG
Title: SR. V.P.

006

EXHIBIT A

EXPANSION PREMISES



CIVIC CENTER PLAZA

FLOOR 13

MULTI-TENANT
00,000 U.S.F.
00,000 R.S.F.
0.0000000 R/U

BSHA
DESIGN GROUP, INC.

N

0 10' 20'

KOLL MANAGEMENT SERVICES
1200 THIRD AVENUE, SUITE 406
SAN DIEGO, CALIFORNIA 92101
(619) 232 8919

PLOT DATE 05/23/84

EXHIBIT B

FAIR MARKET RENT

1. The monthly base rent payable by Lessee during the Option Term ("Option Term Base Rent") will be ninety-five percent (95%) of the fair market rental value of the Expansion Premises at the commencement date of the Option Term.

2. The Option Term Base Rent will be determined prior to the termination of the Amendment Term according to the following procedure:

(a) Promptly after Lessee has given written notice ("Lessee Notice") to Lessor of its desire to exercise the Option pursuant to Paragraph 3 of the Sixth Amendment to Lease to which this Exhibit B is attached, Lessee will meet with Lessor to negotiate in good faith the fair market rental value for the Expansion Premises for the Option Term.

(b) If the parties agree on a fair market rental value within thirty (30) days after the date of the Lessee Notice, the Option Term Base Rent will be the agreed fair market rental value. If the parties have not agreed on the fair market rental value within that time, each party will appoint, within ten (10) days following the end of the thirty (30) day period, a qualified MAI appraiser to determine fair market rental value. If one party fails so to designate an appraiser within the ten (10) day period, the determination of fair market rental value of the one appraiser who has been timely designated will be binding on both parties.

(c) The appraisers will submit their determinations of fair market rental value to both parties within thirty (30) days after their selection. If the difference between the two determinations is ten percent (10%) or less of the higher appraisal, then the average between the two determinations will be the fair market rental value and the Option Term Base Rent will be the fair market rental value, so determined.

(d) If the difference between the two appraisers' determinations is greater than ten percent (10%), then, within ten (10) days of the date the

second determination is submitted to the parties, the two appraisers will designate a third qualified MAI appraiser. The sole responsibility of the third appraiser will be to determine which of the determinations made by the first two appraisers is most accurate. The third appraiser has no right to propose a middle ground or any modification of either of the determinations made by the first two appraisers. The third appraiser's choice will be submitted to the parties within ten (10) days after his or her selection. Such determination will bind both of the parties and will establish the fair market rental value of the Expansion Premises. The Option Term Base Rent will be the fair market rental value as determined by the third appraiser.

(e) Each party will pay the fees and expenses of the appraiser selected by it, and one half of the fees and expenses of the third appraiser.

In determining the fair market rental value for the Option Term, the appraiser or appraisers will not consider the highest and best use for the Expansion Premises, or the property where the Expansion Premises are located or the underlying land, but will consider only the then prevailing rent for premises comparable in size and use to the Expansion Premises, located in buildings comparable in size and use to, and in the general vicinity of, the property leased on terms comparable to the terms contained in the Lease.

CONSENT

The undersigned hereby consent to the Sixth Amendment to Lease, dated as of October 15, 1997, between Pacific Southwest Realty Company and San Diego Data Processing Corporation.

Rock Asset Management

By: _____
Name: RICHARD M. WOLFEN
Title: PRESIDENT

Senturia Investments, Inc.

By: _____
Name: Neil R. Senturia
Title: President

ORIGINAL

SEVENTH AMENDMENT TO LEASE

THIS SEVENTH AMENDMENT TO LEASE ("Amendment") is entered into as of April 15, 1998 by and between Pacific Southwest Realty Company, a Delaware corporation ("Lessor") and San Diego Data Processing Corporation, a California corporation ("Lessee") as an amendment to that certain Lease dated April 3, 1992 between Lessor and Lessee as amended by an Amendment to Lease dated November 22, 1994, a Second Amendment to Lease dated April 1, 1996, a Third Amendment to Lease dated October 31, 1996, a Fourth Amendment to Lease dated March 28, 1997, a Fifth Amendment to Lease dated August 15, 1997 and a Sixth Amendment to Lease dated October 15, 1997 (collectively "Lease"). Capitalized terms used herein and not otherwise defined shall have the meanings given to them in the Lease.

Lessor and Lessee hereby amend the Lease as follows:

1. Expansion Premises. The premises described in the Lease shall be expanded to include the approximately 507 rentable square feet known as Suite 410 and located on the north side of the Fourth Floor of Civic Center Plaza, 1200 Third Avenue, San Diego, California (the "Building"), as more particularly shown cross-hatched on Exhibit A attached hereto (the "Expansion Premises"). As used in the Lease, as modified herein, the premises shall include the Expansion Premises, effective on the Commencement Date (defined below).

2. Commencement Date. Lessee's rights and obligations with respect to the Expansion Premises under the Lease, as amended herein, shall commence on the date Lessor completes the Improvements described in Paragraph 5 below ("Commencement Date") and shall end on July 31, 2002, coterminous with the Lease term.

3. Base Rent. The monthly base rent to be paid by Lessee to Lessor for the Expansion Premises only will be $684.25. If the Commencement Date begins on a day other than the first or last day of a month, the rent for the partial month shall be prorated on a per diem basis.

4. Operating Costs. Lessee's pro rata share of Direct Expenses under Article 6 shall be increased as of the Commencement Date from 11.046% to 11.237%.

5. Improvements. Lessor shall, at its expense, perform the following improvements to the Extension Premises (collectively, "Improvements"):

a. Construct an opening connecting the Expansion Premises to Lessee's current space, known as Suite 412;

b. Recarpet and repaint the entire Expansion Premises utilizing building standard materials and finishes;

c. Replace any worn or damaged ceiling tiles and lighting fixtures, using building standard materials;

d. Provide a reasonable number of electrical and telephone outlets in areas specified by Lessee;

e. Perform any modifications necessary to comply with any applicable building code, regulation or ordinance in effect on the Commencement Date, including, without limitation, the Americans With Disabilities Act and fire/life safety; and

f. Repair or patch, as appropriate, and repaint all interior walls.

The cost bid to perform the Improvements is an amount not to exceed $1,900. If Lessee requests any modification in or additional work, any excess cost shall be paid by Lessee. Except for the foregoing Improvements, the Expansion Premises shall be delivered on the Commencement Date in their "as is" condition.

6. Parking. In consideration of the leasing of the Expansion Premises, Lessee shall have the right to rent one (1) additional parking space in the Building's parking structure at prevailing market rates in accordance with Article 35 of the Lease.

[Signature Page Follows]

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment as of the day and year first above-written.

Lessor:

Pacific Southwest Realty Company, a Delaware corporation

By: _____
Name: MICHAEL C DAVIS
Title: V.P.

By: _____
Name: _____
Title: V.P.

Lessee:

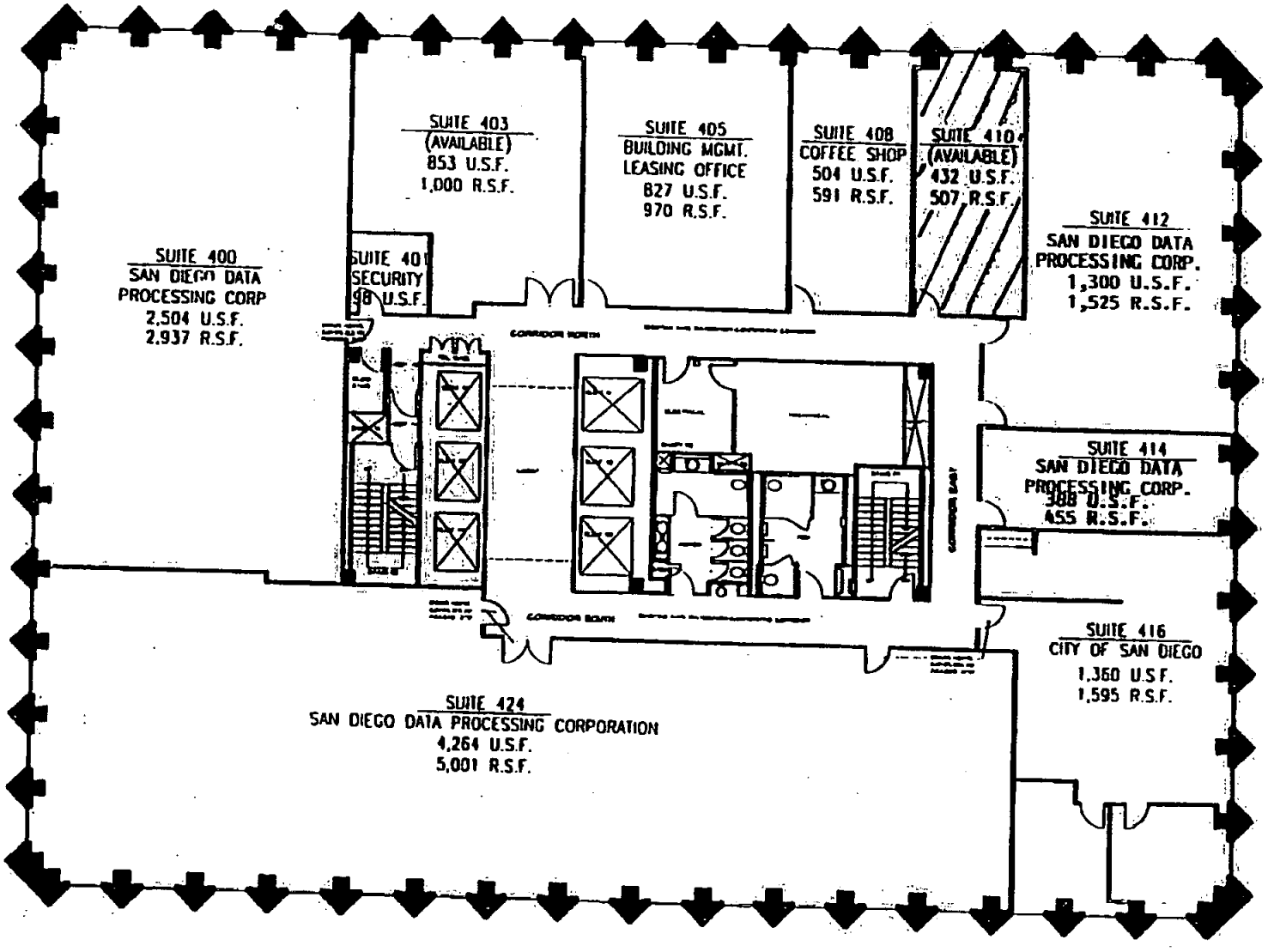
San Diego Data Processing Corporation, a California corporation

By: _____ 4/14/98
Name: Ronald K. Whitehorn
Title: Sr. Vice President

By: _____ 4/16/98
Name: BILL HUMPHREYS
Title: FACILITIES MANAGER

EXHIBIT A

EXPANSION PREMISES



CIVIC CENTER PLAZA

N

DESIGN GROUP, INC.

FLOOR 4	R.S.F.	U.S.F.	R/U FACTOR
SINGLE-TENANT	14,898.27	13,470.86	1.059507
MULTI-TENANT	14,898.27	12,529.90	1.172898

0 10' 20'

PLOT DATE 31 AUG 95

KOLL MANAGEMENT SERVICES
1200 THIRD AVENUE, SUITE 405
SAN DIEGO, CALIFORNIA 92101
(619) 232 8919

CONSENT

The undersigned hereby consent to the Seventh Amendment to Lease, dated as of April 15, 1998, between Pacific Southwest Realty Company and San Diego Data Processing Corporation.

Rock Asset Management

By: _____
Name: RICHARD WOLPEN
Title: PRESIDENT

Senturia Investments, Inc.

By: _____
Name: Neil SENTURIA
Title: Pres.

EIGHTH AMENDMENT TO LEASE

THIS EIGHTH AMENDMENT TO LEASE ("Amendment") is entered into as of _____, 1999, by and between CIVIC CENTER ASSOCIATES, a California limited liability company, as successor to Pacific Southwest Realty Company, a Delaware corporation ("Lessor"), and SAN DIEGO DATA PROCESSING CORPORATION, a California corporation ("Lessee"), as an amendment to that certain Lease dated April 3, 1992, as amended by an Amendment to Lease dated November 22, 1994, a Second Amendment to Lease dated April 1, 1996, a Third Amendment to Lease dated October 31, 1996, a Fourth Amendment to Lease dated March 28, 1997, a Fifth Amendment to Lease dated August 15, 1997, a Sixth Amendment to Lease dated October 15, 1997, and a Seventh Amendment to Lease dated April 15, 1998 (collectively, "Lease"). Capitalized terms used herein and not otherwise defined shall have the same meanings given to them in the Lease.

Lessor and Lessee hereby amend the Lease as follows:

1. Deleted Premises. Upon and subject to the provisions and conditions of this paragraph, Lessor and Lessee intend to delete and otherwise remove from the Premises and the provisions of the Lease Suites 410, 412 and 414 (2,487 total rentable square feet and 2,120 total useable square feet) in the Building (collectively, "Deleted Premises"). The Deleted Premises shall be deemed so deleted from the Premises and Lessee's obligation for the payment of rent and operating expenses for the Deleted Premises shall terminate upon the date the following conditions are fulfilled to the satisfaction of Lessor, in Lessor's sole discretion ("Deletion Date"):

(a) The acceptance by the City of San Diego ("City") of possession of the Deleted Premises as part of City's existing Lease in the Building; and

(b) The commencement of the payment of rent and operating expenses for the Deleted Premises by City.

Upon the satisfaction of the conditions set forth in subparagraphs (a) and (b) above, Lessor, Lessee and City shall execute a document evidencing the applicable Deletion Date. Until the Deletion Date, the Deleted Premises shall constitute a portion of the Premises subject to the provisions and conditions of the Lease.

2. Lease Modifications Upon The Deletion Date. Effective upon the Deletion Date, the Deleted Premises shall no longer be considered a part of the Premises and the Lease shall be deemed modified as follows:

(a) The Premises shall thereafter be deemed to consist of and otherwise constitute approximately 7,938 rentable square feet on the fourth floor and approximately 14,696 rentable square feet on the fourteenth floor, for a total of

approximately 22,634 rentable square feet, in the Building. The Premises shall then be particularly described as follows:

Suite:	Rentable Square Feet:
400	2,937
424	5,001
1400	5,734
1402	1,060
1405A	3,566
1405	4,336
TOTAL	22,634

(b) The applicable Base Rent shall remain the same on a per rentable square foot basis, but shall be adjusted to take into account the deletion of the Deleted Premises from the Lease. The Base Rent under the Lease is subject to adjustment, however, as set forth in paragraphs 4 and 8 hereof.

(c) Lessee's applicable share of operating expenses after the deletion of the Deleted Premises, shall be reduced to 8.479%.

3. Extension of Lease Term. The term of the Lease is hereby extended to July 31, 2007 ("Extended Expiration Date"). Lessee is hereby granted the right and option to extend the term of the Lease ("Option"), subject to all the provisions and conditions contained in the Lease, for a period commencing upon the Extended Expiration Date and continuing to and including July 23, 2014 ("Option Period") by giving a binding notice of exercise of the Option ("Option Notice") to Lessor at least six (6) months, before the Extended Expiration Date. Thereafter, the "Market Rate" (as herein defined) for the Option Period shall be calculated pursuant to paragraph 8 below. If Lessee is, however, in default on the date of giving the Option Notice, at any time after such exercise but before the Option Period is to commence, or on the date the Option Period is to commence, the Option Period shall not commence, and this Lease shall expire upon the Extended Expiration Date, unless Lessor, in Lessor's sole discretion, determines that the Option Period shall commence despite such default (which determination shall in no way prevent Lessor from exercising any of the other rights and remedies available to Lessor hereunder). The Option Period shall be upon the same provisions and conditions contained in this Lease, except for the payment of Rent during the Option Period, and any reference in the Lease to the "Term" of the Lease shall be deemed to include the Option Period and apply thereto, unless it is expressly provided

otherwise. Lessee shall have no other right to extend this Lease beyond the Option Period.

4. Base Rent Adjustment. Commencing on August 1, 2002 and continuing until July 31, 2007, the monthly base rental rate under the Lease shall be adjusted to and will otherwise be $1.60 per rentable square foot per month. If Lessee elects to exercise the Option, as set forth in paragraph 3 above, then the rental rate during the Option Period shall be as set forth in paragraph 8 below.

5. Base Year Adjustment. With respect to operating expenses, effective August 1, 2002, the applicable provisions in the Lease for the Premises shall be modified to state a new base year of 2002.

6. Refurbishment Allowance. On August 1, 2002, Lessor shall make available to Lessee a refurbishment allowance for the Premises equal to $5.00 per rentable square foot. Lessor shall fund this amount to Lessee upon and subject to the following provisions and conditions:

(a) Lessee must utilize such funds on or before August 1, 2003;

(b) Lessee may only utilize such funds for the purpose of making physical improvements to the Premises; Lessee has no right to request or receive all or any portion of the refurbishment allowance as a cash payment or a credit against sums otherwise payable by Lessee under the Lease. These funds shall not be used for moveable Lessee furniture, fixtures and equipment;

(c) Lessee must provide to Lessor invoices evidencing the expenditure of the funds being so requested;

(d) Lessor shall not be obligated to fund such amount if Lessee is in default under the Lease;

(e) Lessee's rights under this paragraph are not assignable.

7. Brokers. The parties acknowledge that the Irving Hughes Group, Inc. ("IHG"), broker for Lessee and CB Richard Ellis, Inc. ("CB"), broker for Lessor (collectively, "Brokers"), shall be paid commissions by Lessor with respect to the extension of the term of the Lease set forth herein. The commission to IHG shall be in the amount of 4% of the total Lease consideration for the 60 month Lease term extension. One-half (1/2) of this amount shall be due and payable to IHG upon the execution of this Amendment; the second one-half (1/2) shall be due and payable upon the same date; provided, however, the second one-half (1/2) amount shall be discounted at 10% for the number of months from the date of this Amendment to August 1, 2002. No commission shall be payable to Brokers if Lessee extends the term of the Lease, as set forth in paragraph 3 above.

8. Market Rate. The base monthly rent during each month of the Option Period shall be the greater of: (i) the base monthly rent in effect in the last month of the final Lease year prior to the Option Period; or (ii) the "Market Rate" (as defined hereinafter) for the Premises for a period commencing on the first day of the Option Period. The "Market Rate" shall mean the then prevailing monthly market rate for a comparable term commencing on the first day of the Option Period for tenants of comparable size and creditworthiness for comparable space in the vicinity of the Building, taking into account all relevant factors, including without limitation, the size, type, location and improved quality of the Premises, without discount.

Market Rate shall be determined as follows:

(a) If Lessee provides Lessor with its binding Option Notice pursuant to Paragraph 3 above, then at some point near the six (6) months prior to the commencement of the Option Period (or, at Lessor's election, at an earlier point), Lessor shall calculate and inform Lessee of the Market Rate. If Lessee rejects the Market Rate as calculated by Lessor, Lessee shall inform Lessor of its rejection in writing within ten (10) days after Lessee's receipt of Lessor's calculation, and Lessor and Lessee shall commence negotiations to agree upon the Market Rate. If Lessee fails to timely reject Lessor's calculation of the Market Rate it will be deemed to have accepted such calculation. If Lessor and Lessee are unable to reach agreement within twenty-one (21) days after Lessor's receipt of Lessee's notice of rejection, then the Market Rate shall be determined in accordance with subparagraph 8 (b) below.

(b) If Lessor and Lessee are unable to reach agreement on the Market Rate within said twenty-one (21) day period, then within seven (7) days, Lessor and Lessee shall each simultaneously submit to the other in a sealed envelope its respective good faith estimate of the Market Rate. If the higher of such estimates is not more than one hundred five percent (105%) of the lower, then the Market Rate shall be the average of the two. Otherwise, the dispute shall be resolved by arbitration in accordance with subparagraph 8 (c) and (d) below.

(c) Within seven (7) days after the exchange of estimates, the parties shall select as an arbitrator an independent MAI appraiser with at least five (5) years of experience in appraising commercial office space in the metropolitan area in which the Premises are located ("Qualified Appraiser"). If the parties cannot agree on a Qualified Appraiser, then within a second period of seven (7) days, each shall select a Qualified Appraiser and within ten (10) days thereafter the two appointed Qualified Appraisers shall select a third Qualified Appraiser and the third Qualified Appraiser shall be the sole arbitrator. If one party shall fail to select a Qualified Appraiser within the second seven (7) day period, then the Qualified Appraiser chosen by the other party shall be the sole arbitrator.

(d) Within twenty-one (21) days after submission of the matter to the arbitrator, the arbitrator shall determine the Market Rate by choosing whichever of the estimates submitted by Lessor and Lessee the arbitrator judges to be more accurate. The

arbitrator shall notify Lessor and Lessee of its decision, which shall be final and binding. If the arbitrator believes that expert advice would materially assist him, the arbitrator may retain one (1) or more qualified persons to provide expert advice. The fees of the arbitrator and the expenses of the arbitration proceeding, including the fees of any expert witnesses retained by the arbitrator, shall be paid by the party whose estimate is not selected. Each party shall pay the fees of its respective counsel and the fees of any witness called by that party.

9. Force and Effect. Lessor and Lessee hereby confirm that the Lease, as modified, hereby remains in full force and effect, and each party is bound by all the provisions and conditions hereof.

In Witness Hereof, Lessor and Lessee execute this Amendment as the date first above written.

LESSOR:

Civic Center Associates, LLC,
a California limited liability company
By: Rock Asset Management, Inc.,
a California corporation,
Its manager

By: _____
Name: Richard Wolfen
Title: President

By: _____
Name: Richard Wolfen
Title: Secretary

LESSEE:

San Diego Data Processing Corporation,
a California corporation

By: _____
Name: _____
Title: _____

Approved as to Form:
Foley Lardner
Attorneys at Law
By: _____
Larry L. Marshall
General Counsel
San Diego Data Processing Corp.

JK

NINTH AMENDMENT TO LEASE

This NINTH AMENDMENT TO LEASE ("Amendment"), is entered into as of June 29, 2007, by and between CIVIC CENTER ASSOCIATES, a California limited liability company, as successor to Pacific Southwest Realty Company, a Delaware corporation ("Lessor"), and SAN DIEGO DATA PROCESSING CORPORATION, a California corporation ("Lessee"), as an amendment to that certain Lease dated April 3, 1992, as amended by an Amendment to Lease dated November 22, 1994, a Second Amendment to Lease dated April 1, 1996, a Third Amendment to Lease dated October,31, 1996, a Fourth Amendment to Lease dated March 28, 1997, a Fifth Amendment to Lease dated August 15, 1997, a Sixth Amendment to Lease dated October 15, 1997, a Seventh Amendment to Lease dated April 15, 1998 and an Eighth Amendment to Lease dated October 22, 1999, (collectively, "Lease"). Capitalized terms used herein and not otherwise defined shall have the meanings given to them in the Lease.

Lessor and Lessee hereby amend the Lease as follows:

1. Deleted Premises. Upon and subject to the provisions and conditions of this paragraph, Lessor and Lessee intend to delete and otherwise remove from the Premises and the provisions of the Lease Suites 424, and 112 rentable square feet of Suite 400 and Suites 1400, 1402 and 1405 (19,890 total rentable square feet) in the Building (collectively, "Deleted Premises"). The Deleted Premises shall be deemed so deleted from the Premises and Lessee's obligation for the payment of rent and operating expenses for the Deleted Premises shall terminate July 31, 2007. ("Deletion Date")

2. Lease Modifications Upon The Deletion Date. Effective upon the Deletion Date, the Deleted Premises shall no longer be considered a part of the Premises and the Lease shall be deemed modified as follows:

(a) The Premises shall thereafter be deemed to consist of and otherwise constitute approximately 2,825 rentable square feet on the fourth floor, which Premises shall then be described as Suite 400*. The Premises shall be delivered "as-is".

(b) The Base Rent shall be increased to $1.65 per rentable square foot ($4,661.25 per month) on August 1, 2007 and shall be increased to $1.70 per rentable square foot ($4,802.50 per month) on August 1, 2011. The Base Rent under the Lease is subject to adjustment for operating expense increases per the terms of the Lease.

(c) Lessee's applicable share of operating expenses after the deletion of the Deleted Premises, shall be reduced to 1.06%.

3. Extension of Lease Term. The term of the Lease is hereby extended to July 23, 2014. ("Extended Expiration Date")

4. Brokers. The parties acknowledge that there shall be no brokerage commissions or fees payable in connection with this Amendment.

1.1 * as shown in Exhibit A as attached and incorporated by reference.

5. Force and Effect.. Lessor and Lessee hereby confirm that the Lease, as modified, hereby remains in full force and effect, and each party is bound by all the provisions and conditions hereof.

IN WITNESS WHEREOF, Lessor and Lessee execute this Amendment as the date first above written.

LESSOR:

Civic Center Associates, LLC,
a California limited liability company

By: Rock Asset Management, Inc.,
a California corporation,
Its Manager

By: _____
Name: Richard Wolfen
Title: President

By: _____
Name: Richard Wolfen
Title: Secretary

LESSEE:

San Diego Data Processing Corporation,
a California corporation

By _____
Name: Tom Fleming
Title: CEO

Approved as to Form:

By: _____
Don O. Del Rio
Corporate Counsel
San Diego Data Processing Corp.

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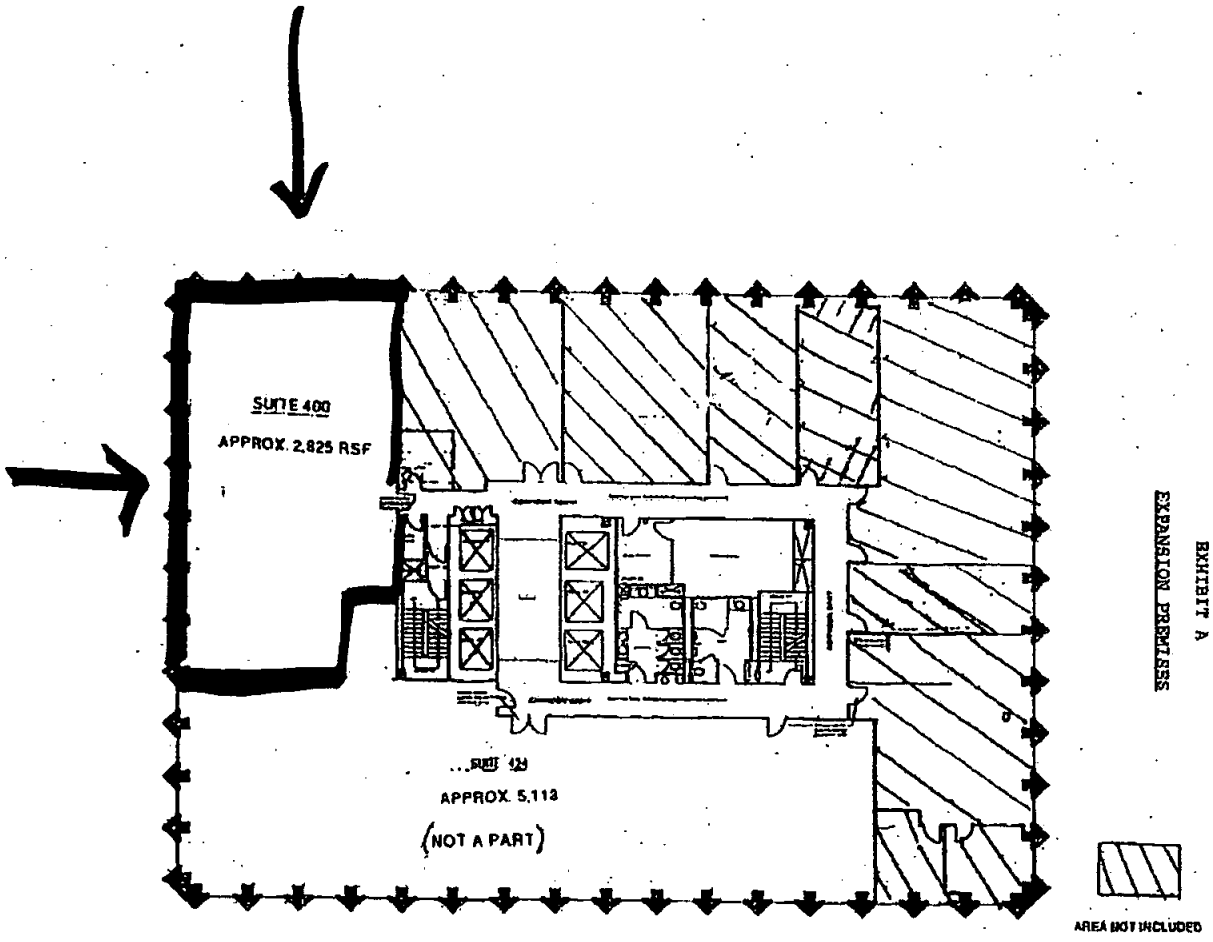
EXHIBIT A

EXPANSION PREMISES



CIVIC CENTER PLAZA

FLOOR 4	R.S.F.	U.S.F.	R/U FACTOR
SINGLE-TENANT	14,898.37	13,070.69	1.0536367
MULTI-TENANT	14,898.37	12,528.60	1.1726686

PLOT DATE: 31 AUG 05

KOLL MANAGEMENT SERVICES