UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-Q

(Mark One)

[X] QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934.

For the quarterly period ended July 2, 2004.

OR

[ ] TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934.

For the transition period from _____ to _____.

Commission File Number (0-21767)

ViaSat, Inc.

(Exact name of registrant as specified in its charter)

Delaware	**33-0174996**
(State or other jurisdiction of incorporation or organization)	**(I.R.S. Employer Identification No.)**

6155 El Camino Real, Carlsbad, California 92009
(760) 476-2200
(Address, including zip code, and telephone number, including area code, of principal executive offices)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes [X] No [ ]

Indicate by check mark whether the registrant is an accelerated filer (as defined in Rule 12b-2 of the Exchange Act). Yes [X] No [ ]

The number of shares outstanding of the registrant's Common Stock, $.0001 par value, as of July 30, 2004 was 26,757,811.

VIASAT, INC.

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PART I Financial Information

Item 1. *Financial Statements*

VIASAT, INC.

CONDENSED CONSOLIDATED BALANCE SHEETS

(UNAUDITED)
(In thousands)

	July 2, 2004	April 2, 2004
Assets		
Current assets:		
Cash and cash equivalents	$ 19,400	$ 18,510
Short-term investments	160	160
Accounts receivable, net	112,940	110,766
Inventories	30,215	30,357
Deferred income taxes	5,487	5,487
Prepaid expenses and other current assets	10,242	9,251
Total current assets	178,444	174,531
Goodwill	19,492	19,492
Other intangible assets, net	25,674	27,632
Property and equipment, net	31,584	32,052
Other assets	18,405	18,975
Total assets	$273,599	$272,682
Liabilities and Stockholders' Equity		
Current liabilities:		
Accounts payable	$ 34,629	$ 32,635
Accrued liabilities	25,957	34,050
Total current liabilities	60,586	66,685
Other liabilities	3,487	2,944
Total liabilities	64,073	69,629
Commitments and Contingencies (Note 8)		
Minority interest in consolidated subsidiary	597	578
Stockholders' equity:		
Common stock	3	3
Paid in capital	162,349	159,323
Retained earnings	46,584	43,021
Accumulated other comprehensive income (loss)	(7)	128
Total stockholders' equity	208,929	202,475
Total liabilities and stockholders' equity	$273,599	$272,682

See accompanying notes to condensed consolidated financial statements.

VIASAT, INC.

CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS

(UNAUDITED)
(In thousands, except per share amounts)

	Three Months Ended	
	July 2, 2004	July 4, 2003
Revenues	$84,170	$59,264
Cost of revenues	62,776	43,325
Gross profit	21,394	15,939
Operating expenses:		
Selling, general and administrative	12,213	10,324
Independent research and development	1,844	3,718
Amortization of intangible assets	1,958	1,960
Income (loss) from operations	5,379	(63)
Other income (expense):		
Interest income	19	1
Interest expense	(30)	(167)
Minority interest	(34)	(48)
Income (loss) before income taxes	5,334	(277)
Provision (benefit) for income taxes	1,771	(740)
Net income	$ 3,563	$ 463
Basic net income per share	$ .13	$ .02
Diluted net income per share	$ .13	$ .02
Shares used in basic net income per share computation	26,587	26,139
Shares used in diluted net income per share computation	28,276	26,858

See accompanying notes to condensed consolidated financial statements.

VIASAT, INC.

CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS

(UNAUDITED)
(In thousands)

	Three Months Ended	
	July 2, 2004	July 4, 2003
Cash flows from operating activities:		
Net income	$ 3,563	$ 463
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation	2,490	2,642
Amortization of intangible assets and software	2,847	2,415
Deferred income taxes	1	(832)
Minority interest in consolidated subsidiary	19	33
Non-cash compensation	—	(5)
Tax benefit from exercise of stock options	816	—
Increase (decrease) in cash resulting from changes in operating assets and liabilities:		
Accounts receivable	(2,197)	(4,702)
Inventory	120	(1,478)
Other assets	(1,313)	(3,480)
Accounts payable	1,995	2,409
Accrued liabilities	(8,093)	7,069
Other liabilities	566	(312)
Net cash provided by operating activities	814	4,222
Cash flows from investing activities:		
Purchases of short-term investments, net	—	(1)
Purchases of property and equipment, net	(2,025)	(1,346)
Net cash used in investing activities	(2,025)	(1,347)
Cash flows from financing activities:		
Proceeds from (repayment of) line of credit, net	—	(2,000)
Proceeds from issuance of common stock, net of issuance costs	2,210	842
Net cash provided by (used in) financing activities	2,210	(1,158)
Effect of exchange rate changes on cash	(109)	22
Net increase in cash and cash equivalents	890	1,739
Cash and cash equivalents at beginning of period	18,510	4,111
Cash and cash equivalents at end of period	$19,400	$ 5,850

See accompanying notes to condensed consolidated financial statements.

VIASAT, INC.

CONDENSED CONSOLIDATED STATEMENT OF STOCKHOLDERS' EQUITY

(UNAUDITED)
(In thousands, except share data)

	Common Stock						
	Number of Shares	Amount	Paid in Capital	Retained Earnings	Accumulated Other Comprehensive Income (Loss)	Total	Comprehensive Income
Balance at April 2, 2004	26,540,159	$ 3	$159,323	$43,021	$ 128	$202,475	
Exercise of stock options	167,274		1,408			1,408	
Issuance of stock under Employee Stock Purchase Plan	49,044		802			802	
Tax benefit from exercise of stock options			816			816	
Net income				3,563		3,563	$3,563
Foreign currency translation					(135)	(135)	(135)
Comprehensive income							$3,428
Balance at July 2, 2004	26,756,477	$ 3	$162,349	$46,584	$ (7)	$208,929	

See accompanying notes to condensed consolidated financial statements.

VIASAT, INC.

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(UNAUDITED)

Note 1 — Basis of Presentation

The accompanying condensed consolidated balance sheet as of July 2, 2004, the condensed consolidated statements of operations for the three months ended July 2, 2004 and July 4, 2003, the condensed consolidated statements of cash flows for the three months ended July 2, 2004 and July 4, 2003, and the condensed consolidated statement of stockholders' equity for the three months ended July 2, 2004 have been prepared by the management of ViaSat, Inc., and have not been audited. These financial statements have been prepared on the same basis as the audited consolidated financial statements for the year ended April 2, 2004 and, in the opinion of management, include all adjustments (consisting only of normal recurring adjustments) necessary for a fair presentation of the financial position, results of operations and cash flows for all periods presented. These financial statements should be read in conjunction with the financial statements and notes thereto for the year ended April 2, 2004 included in our 2004 Annual Report on Form 10-K. Interim operating results are not necessarily indicative of operating results for the full year.

Our consolidated financial statements include the assets, liabilities and results of operations of TrellisWare Technologies, Inc., a majority owned subsidiary of ViaSat. All significant intercompany amounts have been eliminated.

Our fiscal year is the 52 or 53 weeks ending on the Friday closest to March 31 of the specified year. For example, references to fiscal year 2005 refer to the fiscal year ending on April 1, 2005. Our quarters for fiscal year 2005 end on July 2, 2004, October 1, 2004, December 31, 2004 and April 1, 2005.

Certain prior period amounts have been reclassified to conform to the current period presentation.

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and reported amounts of revenues and expenses during the reporting period. Estimates have been prepared on the basis of the most current and best available information and actual results could differ from those estimates. Significant estimates made by management include revenue recognition, capitalized software, allowance for doubtful accounts, warranty reserves and valuation of goodwill and other intangible assets.

Stock-based Compensation

Statement of Financial Accounting Standards No. 148, "Accounting for Stock-Based Compensation—Transition and Disclosure an Amendment of FASB Statement No. 123," amends the disclosure requirements of Statement of Financial Accounting Standards No. 123, "Accounting for Stock-Based Compensation" ("SFAS 123"), to require more prominent disclosures in both annual and interim financial statements regarding the method of accounting for stock-based employee compensation and the effect of the method used on reported results.

At July 2, 2004, we had stock-based compensation plans from which incentive stock options may be granted to our key employees and non-qualified stock options may be granted to key employees, directors, officers, independent contractors, and consultants. We measure compensation expense for options issued to employees, directors and officers under those plans under the recognition and measurement principles of APB Opinion No. 25, "Accounting for Stock Issued to Employees, and Related Interpretations." Generally, no stock-based employee compensation cost is reflected in net income, as all options granted under those plans have an exercise price equal to the market value of the underlying common stock on the date of grant.

VIASAT, INC.
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(UNAUDITED)

The estimated fair value of options is amortized to expense over the vesting period. We elect to use the disclosure only provisions of SFAS 123. Had compensation expense for employees, directors and officers stock options been determined based on the fair value of the options on the date of the grant, net income (loss) and net income (loss) per share would have resulted in the pro forma information presented below for the three months ended July 2, 2004 and July 4, 2003:

	Three Months Ended	
	July 2, 2004	July 4, 2003
	(In thousands, except per share data)	
Net income as reported	$ 3,563	$ 463
Stock based compensation included in net income	—	22
Stock based employee compensation expense under fair value based method	(2,068)	(3,462)
Pro forma net income (loss)	$ 1,495	$(2,977)
Basic earnings (loss) per share		
As reported	$ .13	$ 0.02
Pro forma	$ .06	$ (0.11)
Diluted earnings (loss) per share		
As reported	$ .13	$ 0.02
Pro forma	$ .05	$ (0.11)

These pro forma amounts may not be representative of future costs since the estimated fair value of stock options is amortized to expense over the vesting period and additional options may be granted in future years.

Note 2 — Revenue Recognition

Generally, revenues are recognized as costs are incurred using the percentage of completion method, measured primarily by costs incurred to date compared with total estimated costs at completion or based on the number of units delivered. We provide for anticipated losses on contracts by a charge to income during the period in which they are first identified. There were no significant charges for loss contracts in the last three years.

We also have contracts and purchase orders where revenue is recorded on delivery of products. In this situation, contracts and customer purchase orders are used to determine the existence of an arrangement. Shipping documents and customer acceptance, when applicable, are used to verify delivery. We assess whether the sales price is fixed or determinable based on the payment terms associated with the transaction and whether the sales price is subject to refund or adjustment. We assess collectibility based primarily on the creditworthiness of the customer as determined by credit checks and analysis, as well as the customer's payment history.

Contract costs on Government contracts, including indirect costs, are subject to audit and negotiations with Government representatives. These audits have been completed and agreed upon through fiscal year 2001. Contract revenues and accounts receivable are stated at amounts which are expected to be realized upon final settlement.

Note 3 — Earnings Per Share

Potential common stock of 1,688,941 and 718,846 shares for the three months ended July 2, 2004 and July 4, 2003, respectively, were included in the calculation of diluted earnings per share. Antidilutive shares excluded from the calculation were 237,398 and 2,752,962 shares for the three months ended July 2, 2004 and July 4, 2003, respectively. Potential common stock is primarily comprised of options granted under our stock option plans.

VIASAT, INC.
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(UNAUDITED)

Note 4 — Composition of Certain Balance Sheet Captions (in thousands)

	July 2, 2004	April 2, 2004
Accounts receivable, net:		
Billed	$ 45,517	$ 53,539
Unbilled	67,631	57,606
Allowance for doubtful accounts	(208)	(379)
	$112,940	$110,766
Inventories:		
Raw materials	$ 15,995	$ 17,299
Work in process	4,118	4,757
Finished goods	10,102	8,301
	$ 30,215	$ 30,357
Prepaid expenses and other current assets:		
Income taxes receivable	$ 2,047	$ 3,130
Prepaid expenses	7,110	5,126
Other	1,085	995
	$ 10,242	$ 9,251
Other intangible assets, net:		
Technology	$ 26,770	$ 26,770
Contracts and relationships	9,736	9,736
Non-compete agreement	7,950	7,950
Other intangibles	6,875	6,875
	51,331	51,331
Less accumulated amortization	(25,657)	(23,699)
	$ 25,674	$ 27,632
Property and equipment, net:		
Machinery and equipment	$ 37,226	$ 35,628
Computer equipment and software	27,355	26,347
Furniture and fixtures	3,338	3,313
Construction in progress	4,304	4,902
	72,223	70,190
Less accumulated depreciation	(40,639)	(38,138)
	$ 31,584	$ 32,052
Other assets:		
Capitalized software costs, net	$ 12,882	$ 13,771
Deferred income taxes	4,519	4,520
Other	1,004	684
	$ 18,405	$ 18,975
Accrued liabilities:		
Current portion of warranty reserve	$ 1,995	$ 1,945
Accrued vacation	4,806	4,410
Accrued bonus	1,846	4,382
Accrued 401(k) matching contribution	694	2,321
Collections in excess of revenues	11,405	16,040
Other	5,211	4,952
	$ 25,957	$ 34,050

VIASAT, INC.
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(UNAUDITED)

Note 5 — Accounting for Goodwill and Intangible Assets

We account for our goodwill under SFAS No. 142. The SFAS No. 142 goodwill impairment model is a two-step process. First, it requires a comparison of the book value of net assets to the fair value of the business units that have goodwill assigned to them. We estimate the fair values of the business units using discounted cash flows. The cash flow forecasts are adjusted by an appropriate discount rate. If the fair value is determined to be less than book value, a second step is performed to compute the amount of the impairment. In this process, a fair value for goodwill is estimated, based in part on the fair value of the operations used in the first step, and is compared to its carrying value. The shortfall of the fair value below carrying value represents the amount of goodwill impairment.

We make assessments of impairment on an annual basis in the fourth quarter of our fiscal year or more frequently if specific events occur. In assessing the value of goodwill, we make assumptions regarding estimated future cash flows and other factors to determine the fair value of the reporting units. If these estimates or their related assumptions change in the future, we may be required to record impairment charges that would negatively impact operating results.

The intangible assets are amortized using the straight-line method over their estimated useful lives of two to ten years. The technology intangible asset has several components with estimated useful lives of six to nine years, contracts and relationships intangible asset has several components with estimated useful lives of three to nine years, non-compete agreements have useful lives of three to five years and other amortizable assets have several components with estimated useful lives of two to ten years.

The current and expected amortization expense for each of the following periods is as follows (in thousands):

	Amortization
For the three months ended July 2, 2004	$1,958
Expected for the remainder of fiscal year 2005	4,684
Expected for fiscal year 2006	6,048
Expected for fiscal year 2007	5,378
Expected for fiscal year 2008	4,508
Expected for fiscal year 2009	3,760

Note 6 — Notes Payable and Line of Credit

On August 12, 2003, we executed an amendment to our Amended and Restated Revolving Loan Agreement with Union Bank of California and Comerica Bank, extending the maturity date from September 30, 2003 to September 30, 2004 and increasing the commitment from $20 million to $30 million. We expect to extend the current loan agreement or enter into a new loan agreement prior to September 30, 2004. Under the revolving facility we have the option to borrow at the bank's prime rate or at LIBOR plus, in each case, an applicable margin based on the ratio of our total debt to EBITDA (income from operations plus depreciation and amortization). The revolving facility contains financial covenants that set maximum debt to EBITDA limits, minimum quarterly EBITDA limits, minimum quick ratio limit and a minimum tangible net worth limit. The revolving loan facility is collateralized by our cash, accounts receivable and inventory. At July 2, 2004, we had no outstanding borrowings under the revolving facility and amounts outstanding under standby letters of credit were $6.3 million, leaving borrowing availability under the revolving facility of $23.7 million. We were in compliance with our loan covenants at July 2, 2004.

Note 7 — Product Warranty

We provide limited warranties on most of our products for periods of up to five years. We record a liability for our warranty obligations when products are shipped based upon an estimate of expected warranty costs. Amounts expected to be incurred within twelve months are classified as a current liability. For mature products the warranty costs estimates are based on historical experience with the particular product. For newer products that do not have a history of warranty costs, we base our estimates on our experience with the technology involved and the types of failure that may occur. It is possible that our underlying assumptions will not reflect the actual experience and in that case, future adjustments will be made to the recorded warranty obligation. The following table reflects the change in our warranty accrual during the three months ended July 2, 2004 and July 4, 2003 (in thousands).

	For the three months ended July 2, 2004	For the three months ended July 4, 2003
Balance, beginning of period	$4,451	$2,327
Change in liability for warranties issued in period	1,242	1,039
Settlements made (in cash or in kind) during the period	(649)	(263)
Balance, end of period	$5,044	$3,103

VIASAT, INC.
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(UNAUDITED)

Note 8 — Commitments and Contingencies

We are currently a party to various government and commercial contracts which require us to meet performance covenants and project milestones. Under the terms of these contracts, failure by us to meet such performance covenants and milestones permit the other party to terminate the contract and, under certain circumstances, recover liquidated damages or other penalties. We are currently not in compliance (or in the past were not in compliance) with the performance or milestone requirements of certain of these contracts. Historically, our customers have not elected to terminate such contracts or seek liquidated damages from us and we do not believe that our existing customers will do so; therefore, we have not accrued for any potential liquidated damages or penalties. However, there can be no assurance that our customers will not elect to terminate such contracts or seek liquidated damages or penalties from us in the future.

On May 21, 2003, ViaSat filed a complaint against Xetron Corporation. The complaint alleged Xetron failed to deliver conforming radio frequency amplifiers (RFAs) for integration into ViaSat's Multifunctional Information Distribution System (MIDS) terminals. ViaSat contends that it is entitled to recover in excess of $11 million in damages. On August 14, 2003, Xetron filed a counter-claim against ViaSat alleging ViaSat failed to make proper payments. Xetron claims that its damages total approximately $8 million. The parties' claims are currently pending in the United States District Court, Southern District of California. ViaSat has an alternative supplier of RFAs, which has allowed ViaSat to meet its applicable customer contractual obligations and delivery schedules. ViaSat intends to vigorously pursue its claims and defend against Xetron's counter-claims. We have not recorded any accrual for contingent liabilities associated with this legal proceeding based on our belief that a liability, while possible, is not probable.

We have amended our lease agreement for our main campus in Carlsbad. The terms of the amendment include the construction of a fourth building which will increase our leased space at this location to a total of 240,000 square feet and will extend the lease term to ten years beyond the date we fully occupy the fourth building, which is estimated to be the fall of 2006.

Note 9 — Income Taxes

The effective income tax rate for the three months ended July 2, 2004 is 33.2%, which is consistent with the estimated annual effective tax rate for the fiscal year ending April 1, 2005. The estimated tax rate is different from the expected statutory rate due to deductions for state taxes and research and development tax credits. For the three months ended July 4, 2003, we applied a 40% tax rate to the loss before income taxes and combined the results with the research and development tax credit estimated for the period resulting in a tax benefit. Since the research and development tax credit is not variable to income, fluctuations in estimated annual income before income taxes can cause disproportionate changes in the tax provision (benefit).

Our effective tax rate of 33.2% for fiscal 2005 is a few percentage points higher than previously planned as the federal tax credit for research and development expenses expired at June 30, 2004. If a reinstatement is made of the federal tax credit for research and development expenses, we will have a lower effective tax rate. In the event of a reinstatement federal tax credit for research and development expenses, the amount of the reduction in our tax rate will depend on the effective date and terms of the reinstatement.

VIASAT, INC.
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(UNAUDITED)

Note 10 — Segment Information

Our commercial and government segments are primarily distinguished by the type of customer and the related contractual requirements. The more regulated government environment is subject to unique contractual requirements and possesses economic characteristics, which differ from the commercial segment. Therefore, we are organized primarily on the basis of products with commercial and government (defense) communication applications. Reporting segments are determined consistent with the way that management organizes and evaluates financial information internally for making operating decisions and assessing performance. Segment data includes intersegment revenues and operating profits. The following table summarizes revenues and operating profits by reporting segment for the three months ended July 2, 2004 and July 4, 2003. Certain corporate general and administrative costs, amortization of intangible assets and charges of acquired in-process research and development are not allocated to either segment and accordingly, are shown as reconciling items from segment operating profit and consolidated operating profit. Certain assets are not tracked by reporting segment. Consequently, it is not practical to show assets by reporting segments. Depreciation expense is allocated to reporting segments as an overhead charge based on direct labor dollars within the reporting segments.

	Three months ended	
	July 2, 2004	July 4, 2003
Revenues		
Commercial	$47,447	$32,352
Government	38,054	27,520
Elimination of intersegment revenues	(1,331)	(608)
Total revenues	84,170	59,264
Operating profits (losses)		
Commercial	2,370	(545)
Government	5,662	2,820
Elimination of intersegment operating profits	(71)	—
Segment operating profit (loss) before corporate and amortization	7,961	2,275
Corporate	(624)	(378)
Amortization of intangibles	(1,958)	(1,960)
Income (loss) from operations	$ 5,379	$ (63)

Revenue information by geographic area for the three month periods ended July 2, 2004 and July 3, 2003 is as follows (in thousands):

	Three months ended	
	July 2, 2004	July 4, 2003
North America	$68,881	$49,238
Europe	5,412	3,356
Asia Pacific	9,010	6,545
Latin America	867	125
	$84,170	$59,264

We distinguish revenues from external customers by geographic areas based on customer location.

The net book value of long-lived assets located outside the United States was $45,000 at July 2, 2004 and $168,000 at July 4, 2003.

Item 2. ***Management's Discussion and Analysis of Financial Condition and Results of Operations***

The following information should be read in conjunction with the condensed consolidated financial statements and the notes thereto included in Item 1 of this Quarterly Report and the audited consolidated financial statements and notes thereto and Management's Discussion and Analysis of Financial Condition and Results of Operations included in ViaSat's Annual Report on Form 10-K for the year ended April 2, 2004, as amended, filed with the Securities and Exchange Commission.

Except for the historical information contained herein, the following discussion contains forward-looking statements that are subject to risks and uncertainties. Actual results may differ substantially from those referred to herein due to a number of factors, including but not limited to risks described in the section entitled "Factors That May Affect Future Performance" and elsewhere in this Quarterly Report.

General

ViaSat was incorporated in 1986 and completed its initial public offering in 1996. We are a leading provider of advanced digital satellite communications and other wireless networking and signal processing equipment and services to the government and commercial markets. Based on our history and extensive experience in complex defense communications systems, we believe we have developed the capability to design and implement innovative communications solutions, which enhance bandwidth utilization by applying our sophisticated networking and digital signal processing techniques. Our goal is to leverage our advanced technology and capabilities to capture a considerable share of the global satellite communications equipment and services segment of the broadband communications market for both government and commercial customers.

Our internal growth to date has historically been driven largely by our success in meeting the need for advanced communications products for the U.S. government and commercial customers. By developing cost-effective communications products incorporating our advanced technologies, we have continued to grow the markets for our products and services.

Our company is organized principally in two segments: government and commercial. Our government business encompasses specialized products principally serving defense customers and includes:

- Tactical data links, including MIDS,
- Information security and assurance products and services, which enable military and government users to communicate secure information over secure and non-secure networks,
- UHF DAMA satellite communications products consisting of modems, terminals and network control systems,
- Government broadband products and services, which provide innovative solutions to government customers to increase available bandwidth using existing satellite capacity, and
- Simulation and test equipment, which allows the testing of sophisticated airborne radio equipment without expensive flight exercises.

Serving government customers with cost-effective products and solutions continues to be a critical and core element of our overall business strategy.

We have been increasing our focus in recent years on offering satellite based communications products and systems solutions to address commercial market needs. In pursuing this strategy, we have acquired three strategic satellite communication equipment providers: (1) the Satellite Networks Business of Scientific-Atlanta in fiscal year 2001; (2) Comsat Laboratories products' business from Lockheed Martin in fiscal year 2002; and (3) US Monolithics, LLC in fiscal year 2002. Our commercial business accounts for approximately 56% of our revenues in the first three months of fiscal year 2005, 54% of our revenues in fiscal year 2004 and 56% of our revenues in fiscal year 2003. To date, our principal commercial offerings include Very Small Aperture Terminals (VSATs), broadband

internet equipment over satellite, network control systems, network integration services, network operation services, gateway infrastructure, antenna systems and other satellite ground stations. In addition, based on our advanced satellite technology and systems integration experience, we won several important projects in the three key broadband markets: enterprise, consumer and in-flight mobile applications.

Our commercial business offers an end-to-end capability to provide customers with a broad range of satellite communication and other wireless communications equipment solutions including:

- Consumer broadband products and solutions to customers based on DOCSIS or DVB-RCS-based technology,
- Mobile broadband products and systems for in-flight, maritime and ground mobile broadband applications,
- Enterprise VSAT networks products and services,
- Antenna systems for commercial and defense applications and customers,
- Satellite networking systems design and technology development, and
- MMIC design and development, with an emphasis in systems engineering of packaged components, which specializes in high-frequency communication technology design and development.

With expertise in commercial satellite network engineering, gateway construction, and remote terminal manufacturing for all types of interactive communications services, we believe we have the unique ability to take overall responsibility for designing, building, initially operating, and then handing over a fully operational, customized satellite network serving a variety of markets and applications.

Overview

Quarterly Highlights

Revenues for the first quarter of fiscal year 2005 were $84.2 million, with net income of $3.6 million. During this quarter, the following developments occurred with respect to key elements of our business:

- We were awarded a delivery order valued at approximately $47 million for MIDS terminals from The Space and Naval Warfare Systems Command (SPAWAR), San Diego. The order included LVT(1) airborne and LVT(2) ground-based Low Volume Terminals under the Indefinite Delivery/Indefinite Quantity contract awarded in January 2000. Delivery of the Lot 5 units is expected to begin in June of next year and continue through the first quarter of ViaSat’s fiscal year 2007.
- Our MIDS terminal was approved for full-rate production for Navy tactical platforms. The MIDS terminal was approved for U.S. Air Force and U.S. Army full-rate production last year.
- We finalized a contract with Telesat to supply gateways and terminals for Telesat’s consumer Ka-band services on the Anik F2 satellite. We expect to deliver and install a complete Ka-band broadband satellite system including gateways, a network management system and terminals, based on our SurfBeam® product line.
- We were selected by Connexion by Boeing, for the design, development and initial production of 55 airborne broadband terminals for the business aviation market. We already produce airborne and ground receiver and transmitter subsystems for Connexion by Boeing service on commercial airlines.
- We expect to expand Immeon shared-hub services to all Havertys Furniture Company locations under a new four-year agreement. Havertys, an Immeon customer since 2001, is rolling out the satellite communication network services to 114 retail stores, six distribution/delivery centers and its headquarters, to provide a variety of business continuity, email, and content delivery services. The Immeon shared-hub service uses

LinkStar broadband VSAT system and is a hub-based satellite network that provides efficient and fast two-way, broadband-on-demand services.

- We will supply a LinkStar broadband satellite communications network to Smart Digital Communications Bhd in Malaysia to provide high-speed Internet Access to more than 1,500 schools.

- We are supplying a LinkStar broadband satellite communications network to SiriCOMM Inc. that will provide wide area networking for SiriCOMM fleet applications and Internet access for Wi-Fi networking services located at highway travel centers nationwide. SiriCOMM signed a five-year, 400-location service agreement, for ViaSat Immeon shared-hub VSAT services, hardware, and installation.

There are a number of large new business opportunities we are continuing to pursue in our fiscal year 2005. In the government segment, the opportunities include international MIDS orders, new joint tactical radio system contracts, more funding for current information assurance projects, new information assurance contracts using our HAIPIS technology, and orders for our new KG-250 product. In our commercial segment, the opportunities include new production orders for consumer and mobile broadband systems, further penetration in the North American enterprise VSAT market and new antenna systems programs. The timing of these orders is not entirely predictable, so our new business awards and revenue outlook may vary somewhat from quarter-to-quarter or even year-to-year.

Our operating objective for income from operations, excluding the the income statement line “Amortization of intangible assets”, is ten percent of revenues. To the extent we are not generating sufficient gross profit from revenues, we strive to adjust other operating expenses to achieve this objective. Due to the need to rebuild our backlog, to expand our product portfolio, the high level of customer funded research and development and our operating performance, we have not achieved this operating objective for the past three fiscal years, however, as fiscal year 2005 progresses we expect to achieve the ten percent operating objective on a quarterly basis.

Our increased capital needs for fiscal year 2005 as compared to fiscal year 2004 will continue as we expand our facilities, production test equipment, lab development equipment and VSAT network operations needs to meet customer program requirements and growth forecasts. Our facility needs have normally been met with long-term lease agreements, but we do anticipate additional tenant improvements over the next two fiscal years associated with our expansion. Additionally, as our employee base increases, the need for additional computers and other equipment will also increase.

We have amended our lease agreement for our main campus in Carlsbad. The terms of the amendment include the construction of a fourth building which will increase our leased space at this location to a total of 240,000 square feet and will extend the lease term to ten years beyond the date we fully occupy the fourth building, which is estimated to be the fall of 2006.

Critical Accounting Policies and Estimates

Management’s Discussion and Analysis of Financial Condition and Results of Operations discusses our consolidated financial statements, which have been prepared in accordance with accounting principles generally accepted in the United States. The preparation of these financial statements requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. We consider the policies discussed below to be critical to an understanding of our financial statements because their application places the most significant demands on management’s judgment, with financial reporting results relying on estimation about the effect of matters that are inherently uncertain. We describe the specific risks for these critical accounting policies in the following paragraphs. For all of these policies, we caution that future events rarely develop exactly as forecast, and the best estimates routinely require adjustment.

Revenue recognition

Our revenue recognition policy is significant because our revenue is a key component of our results of operations. Generally, we recognize revenues as costs are incurred using the percentage of completion method, measured primarily by costs incurred to date compared with total estimated costs at completion or based on the number of units delivered. Historically, we have been able to make reliable estimates and have therefore been able to reasonably determine our percent complete. However, many of our contracts involve the development of new technology and, as a result, the development of estimates underlying our percent complete is inherently subject to greater uncertainty. Even with our experience in estimating contract costs it is possible that our actual results could ultimately differ from our estimates, or that estimates could change as we make progress on a contract. Either of these potential outcomes would result in adjustments to the revenues and profits recorded on a contract. From time to time we have recorded such changes in estimate.

It is also possible that adjusted estimates could indicate we will incur a loss on a contract. We provide for anticipated losses on contracts by a charge to income during the period in which they are first identified. There were no significant charges for loss contracts in the last three years.

We also have contracts and purchase orders where revenue is recorded on delivery of products. In this situation, contracts and customer purchase orders are used to determine the existence of an arrangement. Shipping documents and customer acceptance, when applicable, are used to verify delivery. We assess whether the sales price is fixed or determinable based on the payment terms associated with the transaction and whether the sales price is subject to refund or adjustment. We assess collectibility based primarily on the creditworthiness of the customer as determined by credit checks and analysis, as well as the customer's payment history.

Capitalized software development costs

We charge costs of developing software for sale to research and development expense when incurred, until technological feasibility has been established. Software development costs incurred from the time technological feasibility is reached until the product is available for general release to customers are capitalized and reported at the lower of unamortized cost or net realizable value. Once the product is available for general release, we amortize the software development costs based on the ratio of current to future revenue for each product with an annual minimum equal to straight-line amortization over the remaining estimated economic life of the product not to exceed five years. The determination of net realizable value involves judgment and estimates of future revenues to be derived from a product, as well as estimates of future costs of manufacturing that product. We use our experience in the marketplace in making judgments in estimating net realizable value, but our estimates may differ from the actual outcome. We periodically assess the assumptions underlying our estimates and, if necessary, we would adjust the carrying amount of capitalized software development costs downward to our new estimate of net realizable value.

We did not capitalize any costs related to software developed for resale in the three month periods ended July 2, 2004 or July 4, 2003. Amortization expense of software development costs for the three months ended July 2, 2004 was $889,000 and for the three months ended July 4, 2003 was $457,000. These software development costs are part of other assets on the balance sheet and we record the related amortization expense as a charge to cost of revenues on the statement of operations.

Allowance for doubtful accounts

We make estimates of the collectibility of our accounts receivable based on historical bad debts, customer credit-worthiness and current economic trends when evaluating the adequacy of the allowance for doubtful accounts. Historically, our bad debts have been minimal; a contributing factor to this is that a significant portion of our sales has been to the U.S. government. More recently, commercial customers comprise a larger part of our revenues. Our accounts receivables balance was $112.9 million, net of allowance for doubtful accounts of $208,000 as of July 2, 2004.

Allowance for warranty reserves

We provide limited warranties on certain of our products for periods of up to five years. We record a liability for our warranty obligations when we ship the products based upon an estimate of expected warranty costs. We classify the amounts we expect to incur within twelve months as a current liability. For mature products, we estimate the warranty costs based on historical experience with the particular product. For newer products that do not have a history of warranty costs, we base our estimates on our experience with the technology involved and the types of failure that may occur. It is possible that our underlying assumptions will not reflect the actual experience, and in that case, we will make future adjustments to the recorded warranty obligation.

Goodwill and other intangible assets

We account for our goodwill under Statement of Financial Accounting Standards (SFAS) No. 142 *Goodwill and Other Intangible Assets.* The SFAS No. 142 goodwill impairment model is a two-step process. First, it requires a comparison of the book value of net assets to the fair value of the reporting units that have goodwill assigned to them. If the fair value is determined to be less than book value, a second step is performed to compute the amount of the impairment. In this process, a fair value for goodwill is estimated, based in part on the fair value of the reporting unit used in the first step, and is compared to its carrying value. The shortfall of the value below carrying value represents the amount of goodwill impairment. We test goodwill for impairment during the fourth quarter every fiscal year, and when an event occurs or circumstances change such that it is reasonably possible that an impairment may exist.

We estimate the fair values of the related operations using discounted cash flows and other indicators of fair value. We base the forecast of future cash flows on our best estimate of the future revenues and operating costs, which we derive primarily from existing firm orders, expected future orders, contracts with suppliers, labor agreements, and general market conditions. Changes in these forecasts could cause a particular reporting unit to either pass or fail the first step in the SFAS No. 142 goodwill impairment model, which could significantly influence whether a goodwill impairment needs to be recorded. We adjust the cash flow forecasts by an appropriate discount rate derived from our market capitalization plus a suitable control premium at the date of evaluation.

Impairment of long-lived assets (Property and equipment and other intangible assets)

We adopted SFAS No. 144 *Accounting for the Impairment or Disposal of Long-Lived Assets* on April 1, 2002. In accordance with SFAS No. 144, we assess potential impairments to our long-lived assets, including property and equipment and other intangible assets, when there is evidence that events or changes in circumstances indicate that the carrying value may not be recoverable. We recognize an impairment loss when the undiscounted cash flows expected to be generated by an asset (or group of assets) are less than the asset's carrying value. Any required impairment loss would be measured as the amount by which the asset's carrying value exceeds its fair value, and would be recorded as a reduction in the carrying value of the related asset and charged to results of operations. We have not identified any such impairments.

Income tax valuation allowance

On a quarterly basis, management evaluates the realizability of our deferred tax assets and assesses the need for a valuation allowance as of year-end. Realization of our net deferred tax assets as of July 2, 2004 depends on our ability to generate sufficient future income. We believe that it is more likely than not that we will realize our net deferred tax assets based on forecasted income. The amount of the net deferred tax assets actually realized could vary if there are differences in the timing or amount of future reversals of existing deferred tax liabilities or changes in the actual amounts of future taxable income.

Results of Operations

The following table presents, as a percentage of total revenues, income statement data for the periods indicated.

	Three Months Ended	
	July 2, 2004	July 4, 2003
Revenues	100.0%	100.0%
Cost of revenues	74.6	73.1
Gross profit	25.4	26.9
Operating expenses:		
Selling, general and administrative	14.5	17.4
Independent research and development	2.2	6.3
Amortization of intangible assets	2.3	3.3
Income (loss) from operations	6.4	(0.1)
Income (loss) before income taxes	6.3	(0.5)
Provision (benefit) for income taxes	2.1	(1.3)
Net income	4.2	0.8

Three Months Ended July 2, 2004 vs. Three Months Ended July 4, 2003

Revenues.

(In millions, except percentages)	Three Months Ended		Dollar Increase (Decrease)	Percentage Increase (Decrease)
	July 2, 2004	July 4, 2003		
Revenues	$ 84.2	$ 59.3	$ 24.9	42.0%

The increase in revenues was due to our beginning backlog of $281.6 million and near record setting quarterly customer awards of $101.9 and the conversion of certain backlog and awards into revenues. Revenues gains were experienced in both our government and commercial segments.

Gross Profit.

(In millions, except percentages)	Three Months Ended		Dollar Increase (Decrease)	Percentage Increase (Decrease)
	July 2, 2004	July 4, 2003		
Gross profit	$ 21.4	$ 16.0	$ 5.4	33.8%
Percentage of revenues	25.4%	26.9%		

Gross profit dollars grew from the increase in revenue, but gross profit percentage fell slightly compared to last year. The gross profit percentage is not as high as last year due to cost overruns experienced on consumer broadband development programs year over year, whereby suppressing overall gross margins.

Selling, General and Administrative Expenses.

(In millions, except percentages)	Three Months Ended		Dollar Increase (Decrease)	Percentage Increase (Decrease)
	July 2, 2004	July 4, 2003		
Selling, general and administrative	$ 12.2	$ 10.3	$ 1.9	18.4%
Percentage of revenues	14.5%	17.4%		

Selling, General and Administrative (SG&A) expenses increased principally from selling expenses related to the pursuit of commercial segment programs of $1.6 million and higher bid and proposal costs in the government segment of $0.3 million. SG&A expenses consist primarily of personnel costs and expenses for business development, marketing and sales, bid and proposal, finance, contract administration and general management. Some SG&A expenses are difficult to predict and vary based on specific government and commercial sales opportunities.

Independent Research and Development.

(In millions, except percentages)	Three Months Ended		Dollar Increase (Decrease)	Percentage Increase (Decrease)
	July 2, 2004	July 4, 2003		
Independent research and development	$1.8	$3.7	$(1.9)	(51.4)%
Percentage of revenues	2.2%	6.3%		

The decrease in independent research and development (IR&D) expenses reflects the reduced efforts for company funded development projects due to our higher level of customer funded development currently reflected in revenues and cost of revenues.

Amortization of Intangible Assets. The intangible assets from acquisitions in fiscal year 2001 and in fiscal year 2002 are being amortized over useful lives ranging from two to ten years. The amortization of intangible assets will decrease each year as the intangible assets with shorter lives become fully amortized.

The current and expected amortization expense for each of the following periods is as follows (in thousands):

	Amortization
For the three months ended July 2, 2004	$1,958
Expected for the remainder of fiscal year 2005	4,684
Expected for fiscal year 2006	6,048
Expected for fiscal year 2007	5,378
Expected for fiscal year 2008	4,508
Expected for fiscal year 2009	3,760

Interest Expense. Interest expense decreased to $30,000 for the three months ended July 2, 2004 from $167,000 for the three months ended July 4, 2003. Interest expense relates to short-term borrowings under our line of credit to cover working capital requirements. The decrease in interest expense was from lower loan costs and lower outstanding borrowings. Outstanding borrowings under our line of credit were zero at July 2, 2004 and $8.0 million at July 4, 2003.

Interest Income. Interest income increased to $19,000 for the three months ended July 2, 2004 from $1,000 for the three months ended July 4, 2003.

Provision (Benefit) for Income Taxes. Our effective income tax rate was a provision of 33.2% for the three months ended July 2, 2004 compared to a benefit of 267% for the three months ended July 4, 2003. We generate research and development tax credits that are not variable to income, so when there is a loss before tax as it was for the three months ended July 4, 2003, the tax credits increase the tax benefit. For the three months ended July 2, 2004, we have income before tax so the tax credits reduce the tax provision. Therefore, the annual effective tax rate for the three months ended July 2, 2004 cannot be meaningfully compared to the effective tax rate for the three months ended July 4, 2003. Our effective tax rate of 33.2% for fiscal 2005 is a few percentage points higher than previously planned as the federal tax credit for research and development expenses expired at June 30, 2004. If a reinstatement is made of the federal tax credit for research and development expenses, we will have a lower effective tax rate. In the event of a reinstatement federal tax credit for research and development expenses, the amount of the reduction in our tax rate will depend on the effective date and terms of the reinstatement.

Our Segment Results for the Three Months Ended July 2, 2004 vs. Three Months Ended July 4, 2003

Government Segment

Revenues.

(In millions, except percentages)	Three Months Ended		Dollar Increase (Decrease)	Percentage Increase (Decrease)
	July 2, 2004	July 4, 2003		
Revenues	$38.1	$27.5	$10.6	38.5%

The government segment received awards of $63.2 million for the first quarter of fiscal year 2005 compared to $35.2 million for the first quarter of fiscal year 2004. The conversion of certain backlog and orders to revenue contributed to revenue growth. Increased revenues were experienced in the following areas: $4.2 million for tactical networking and information assurance systems and products, $2.9 million for tactical data links, principally our MIDS units, and $2.6 million for government broadband systems, principally new government VSAT networks, for the first quarter of fiscal year 2005 over the first quarter of fiscal year 2004.

Segment Operating Profit.

(In millions, except percentages)	Three Months Ended		Dollar Increase (Decrease)	Percentage Increase (Decrease)
	July 2, 2004	July 4, 2003		
Operating profit	$ 5.7	$ 2.8	$2.9	103.6%
Percentage of revenues	15.0%	10.2%		

The increase in segment operating profit dollars was primarily related to the impact from increased revenue quarter over quarter of $1.7 million, improved gross profit in our mobile satcom systems products due to improved manufacturing efficiencies of $0.4 million and lower segment research and development expenses of $0.7 million.

Commercial Segment

Revenues.

(In millions, except percentages)	Three Months Ended		Dollar Increase (Decrease)	Percentage Increase (Decrease)
	July 2, 2004	July 4, 2003		
Revenues	$47.4	$32.4	$15.0	46.3%

The increase in revenues reflects improved competitive positioning across all our commercial products, more favorable market conditions in the commercial telecommunications market for our VSAT network products and further development of our in-flight and consumer satellite broadband internet systems. Revenue increases were comprised of $6.7 million for consumer and mobile broadband, $5.1 million for enterprise VSAT networks and $2.7 million for antenna systems for the first quarter of fiscal year 2005 over the first quarter of fiscal year 2004.

Segment Operating Profit.

(In millions, except percentages)	Three Months Ended		Dollar Increase (Decrease)	Percentage Increase (Decrease)
	July 2, 2004	July 4, 2003		
Operating profit	$2.4	$(0.5)	$2.9	580%
Percentage of revenues	5.0%	(1.7)%		

The increase in segment operating profit dollars was attributable to the impact from increased revenue quarter over quarter in antenna systems and enterprise VSAT networks programs of $2.9 million and lower company funded research and development expense of $1.2 million, offset by higher segment selling expenses of $1.6 million.

Backlog

As reflected in the table below, funded and total backlog increased during the first quarter of the year with the increases coming from both our government and commercial segments. New contract awards increased backlog to a new all-time high for ViaSat.

	July 2, 2004	April 2, 2004
	(in millions)	
Firm backlog		
Government segment	$168.1	$142.9
Commercial segment	131.2	138.7
Total	$299.3	$281.6
Funded backlog		
Government segment	$146.7	$119.6
Commercial segment	131.2	138.7
Total	$277.9	$258.3
Contract options	$ 23.9	$ 25.8

The firm backlog does not include contract options. Of the $299.3 million in firm backlog, approximately $139.0 million is expected to be delivered during the remaining nine months of fiscal year 2005, and the balance is expected to be delivered in fiscal year 2006 and thereafter. We include in our backlog only those orders for which we have accepted purchase orders.

Backlog is not necessarily indicative of future sales. A majority of our contracts can be terminated at the convenience of the customer since orders are often made substantially in advance of delivery, and our contracts typically provide that orders may be terminated with limited or no penalties. In addition, contracts may present product specifications that would require us to complete additional product development. A failure to develop products meeting such specifications could lead to a termination of the related contacts.

The backlog amounts as presented are comprised of funded and unfunded components. Funded backlog represents the sum of contract amounts for which funds have been specifically obligated by customers to contracts. Unfunded backlog represents future amounts that customers may obligate over the specified contract performance periods. Our customers allocate funds for expenditures on long-term contracts on a periodic basis. Our ability to realize revenues from contracts in backlog is dependent upon adequate funding for such contracts. Although funding of our contracts is not within our control, our experience indicates that actual contract fundings have ultimately been approximately equal to the aggregate amounts of the contracts.

Liquidity and Capital Resources

We have financed our operations to date primarily with cash flows from operations, bank line of credit financing, equity financing and loans for the purchase of capital equipment. The general cash needs our government and commercial segments can vary significantly and depend on the type and mix of contracts (i.e. product or service, development or production, timing of payments, etc.) in backlog, the quality of the customer (i.e. U.S. government or commercial, domestic or international) and the duration of the contract. In addition, for both of our segments, program performance significantly impacts the timing and amount of cash flows. If a program is performing and meeting its contractual requirements, then the cash flow requirements are usually lower.

The cash needs of the government segment tend to be more of a function of the type of contract rather than customer quality. Also, U.S. government procurement regulations tend to restrict the timing of cash payments on the contract. In the commercial segment, our cash needs are driven primarily by the quality of the customer and the type of contract. The quality of the customer will typically affect the specific contract cash flow and whether financing instruments are required by the customer. In addition, the commercial environment tends to provide for more flexible payment terms with customers, including advance payments.

Cash provided by operating activities for the first three months of fiscal year 2005 was $0.8 million as compared to cash provided by operating activities for the first three months of fiscal year 2004 of $4.2 million. The decrease in cash provided by operating activities primarily related to the payment of 401(k) and performance bonuses of $6.0 million in the first quarter, compared to zero in the first quarter of fiscal year 2004, offset by cash provided by operations from increased profitability year over year.

Cash used in investing activities for the first three months of fiscal year 2005 was $2.0 million as compared to cash used in investing activities for the first three months of fiscal year 2005 of $1.3 million. We acquired $2.0 million in equipment in the first three months of fiscal year 2005 compared to acquiring $1.3 million in equipment in the first three months of fiscal year 2004.

Cash provided by financing activities for the first three months of fiscal year 2005 was $2.2 million as compared to cash used in financing activities for the first three months of fiscal year 2004 of $1.2 million. This increase for the first three months of fiscal year 2005 was primarily the result of net cash payments of $2.0 million on our line of credit in the first three months of fiscal year 2004, partially offset by cash received from the exercise of employee stock options.

At July 2, 2004, we had $19.6 million in cash, cash equivalents and short-term investments, $117.9 million in working capital and no outstanding borrowings under our line of credit. We had $6.3 million outstanding under standby letters of credit leaving borrowing availability under our line of credit of $23.7 million. At July 4, 2003, we had $6.0 million in cash and cash equivalents and short-term investments, $79.4 million in working capital and $8.0 million in outstanding borrowings under our line of credit.

On August 12, 2003, we executed an amendment to our Amended and Restated Revolving Loan Agreement with Union Bank of California and Comerica Bank, extending the maturity date from September 30, 2003 to September 30, 2004 and increasing the commitment from $20 million to $30 million. We expect to extend the current loan agreement or enter into a new loan agreement prior to September 30, 2004. Under the revolving facility we have the option to borrow at the bank's prime rate or at LIBOR plus, in each case, an applicable margin based on the ratio of our total debt to EBITDA (income from operations plus depreciation and amortization). The revolving facility contains financial covenants that set maximum debt to EBITDA limits, minimum quarterly EBITDA limits, minimum quick ratio limit and a minimum tangible net worth limit. The revolving loan facility is collateralized by our cash, accounts receivable and inventory. We were in compliance with our loan covenants at July 2, 2004.

In June 2004 we filed a universal shelf registration statement with the Securities and Exchange Commission for the future sale of up to $154 million of debt securities, common stock, preferred stock, depositary shares and warrants. Additionally, ViaSat has available $46 million of these securities, which were previously registered under a shelf registration statement ViaSat originally filed in September 2001. Up to $200 million of the securities may now be offered from time to time, separately or together, directly by us or through underwriters at amounts, prices, interest rates and other terms to be determined at the time of the offering. We currently intend to use the net proceeds from the sale of the securities under the shelf registration statement for general corporate purposes, including acquisitions, capital expenditures and working capital.

Our future capital requirements will depend upon many factors, including the expansion of our research and development and marketing efforts and the nature and timing of orders. Additionally, we will continue to evaluate possible acquisitions of, or investments in complementary businesses, products and technologies which may require the use of cash. We believe that our current cash balances and net cash expected to be provided by operating activities will be sufficient to meet our operating requirements for at least the next twelve months. However, we may sell additional equity or debt securities or obtain credit facilities to further enhance our liquidity position. The sale of additional securities could result in additional dilution of our stockholders. We invest our cash in excess of current operating requirements in short-term, interest-bearing, investment-grade securities.

Contractual Obligations

The following table sets forth a summary of our obligations under operating leases, irrevocable letters of credit, purchase commitments and other long-term liabilities for the periods indicated:

	Total	For the balance of fiscal year 2005	For the fiscal years		
			2006-2007	2008-2009	After 2009
Operating Leases	$ 46,068	$ 4,874	$ 8,454	$7,037	$25,703
Standby letters of credit	6,306	6,014	292	—	—
Purchase commitments	120,573	73,716	46,857	—	—
Other long-term liabilities	3,487	—	1,836	1,651	—
Total	$176,434	$84,604	$57,439	$8,688	$25,703

We purchase components from a variety of suppliers and use several subcontractors and contract manufacturers to provide design and manufacturing services for our products. During the normal course of business, we enter into agreements with subcontractors, contract manufacturers and suppliers that either allow them to procure inventory based upon criteria as defined by us or that establish the parameters defining our requirements. In certain instances, these agreements allow us the option to cancel, reschedule and adjust our requirements based on our business needs prior to firm orders being placed. Consequently, only a portion of our reported purchase commitments arising from these agreements are firm, non-cancelable and unconditional commitments.

Off-Balance Sheet Arrangements

We had no off-balance sheet arrangements at July 2, 2004.

Factors That May Affect Future Performance

You should consider each of the following factors as well as the other information in this Quarterly Report in evaluating our business and prospects. The risks and uncertainties described below are not the only ones we face. Additional risks and uncertainties not presently known to us or that we currently consider immaterial may also impair our business operations. If any of the following risks actually occur, our business and financial results could be harmed. In that case the trading price of our common stock could decline. You should also refer to the other information set forth in this Quarterly Report, including our financial statements and the related notes.

If Commercial Wireless Communications Markets Fail to Grow as Anticipated, Our Business Could Be Materially Harmed

A number of the commercial markets for our products in the wireless communications area, including our DAMA and broadband products, have only recently developed. Because these markets are relatively new, it is difficult to predict the rate at which these markets will grow, if at all. If the markets for commercial wireless communications products fail to grow, or grow more slowly than anticipated, our business could be materially harmed. Conversely, to the extent that growth in these markets results in capacity limitations in the wireless communications area, it could materially harm our business and impair the value of our common stock.

Our Reliance on U.S. Government Contracts Exposes Us To Significant Risks

Approximately 45% of our revenues in the first three months of fiscal year 2005, 46% of our revenues in fiscal year 2004 and 45% of our revenues in fiscal year 2003 were derived from U.S. government applications. Although our commercial business has substantially reduced our dependence on U.S. government business, our U.S. government business will continue to represent a significant portion of our revenues for the foreseeable future. U.S. government business exposes us to various risks, including:

- unexpected contract or project terminations or suspensions,
- unpredictable order placements, reductions or cancellations,
- reductions in government funds available for our projects due to government policy changes, budget cuts and contract adjustments,
- the ability of competitors to protest contractual awards,
- penalties arising from post-award contract audits,
- cost audits in which the value of our contracts may be reduced,
- higher-than-expected final costs, particularly relating to software and hardware development, for work performed under contracts where we commit to specified deliveries for a fixed price,
- limited profitability from cost-reimbursement contracts under which the amount of profit is limited to a specified amount, and
- unpredictable cash collections of unbilled receivables that may be subject to acceptance of contract deliverables by the customer and contract close-out procedures, including government approval of final indirect rates.

In addition, substantially all of our U.S. government backlog scheduled for delivery can be terminated at the convenience of the U.S. government because our contracts with the U.S. government typically provide that orders may be terminated with limited or no penalties. If we are unable to address any of the risks described above, it could materially harm our business and impair the value of our common stock.

Our Operating Results may be Adversely Affected by Uncertain Unfavorable Economic and Market Conditions

Adverse and uncertain economic conditions worldwide have had significant effects on markets we serve, particularly satellite communications equipment manufacturers and network operators, and has had a negative effect on our revenues. Adverse and uncertain economic conditions may continue to affect our business and, if so, our ability to increase or maintain our revenues and operating results may be impaired. In addition, because we intend to continue to make investments in research and development, any decline in the rate of growth of our revenues will have a significant adverse impact on our operating results.

Further, because current domestic and global economic conditions and economies are uncertain, it is difficult to estimate the growth in various parts of the economy, including the markets in which we participate. Because parts of our budgeting and forecasting are reliant on estimates of growth in the markets we serve, the current economic uncertainty renders estimates of future revenues and expenditures even more difficult than usual to formulate. The future direction of the overall domestic and global economies could have a significant impact on our overall financial performance and impair the value of our common stock.

If Our Customers Experience Financial or Other Difficulties, Our Business Could Be Materially Harmed

A number of our commercial customers have in the past, and may in the future experience financial difficulties. Many of our commercial customers face risks that are similar to those we encounter, including risks associated with market growth, acceptance by the market of products and services, and the ability to obtain sufficient capital. We

cannot assure you that our customers will be successful in managing these risks. If our customers do not successfully manage these types of risks, it could impair our ability to generate revenues, collect amounts due from these customers and materially harm our business.

Major communications infrastructure programs, such as proposed satellite communications systems, are important sources of our current and planned future revenues. We also participate in a number of defense programs. Programs of these types cannot proceed unless the customer can raise adequate funds, from either governmental or private sources. As a result, our expected revenues can be adversely affected by political developments or by conditions in private capital markets. They can also be adversely affected if private capital markets are not receptive to a customer's proposed business plans. If our customers are unable to raise adequate funds it could materially harm our business and impair the value of our common stock.

A Significant Portion of Our Revenues is Derived from a Few of Our Contracts

A small number of our contracts account for a significant percentage of our revenues. Historically, our largest revenue producing contracts have been U.S. government contracts related to our UHF DAMA technology, which generated approximately 11% of our revenues in the first three months of fiscal year 2005, 11% of our revenues in fiscal year 2004 and 15% of our revenues in fiscal year 2003. Our five largest contracts generated approximately 24% of our revenues in fiscal year 2004, 29% of our revenues in fiscal year 2003 and 33% of our revenues in fiscal year 2002. The failure of these customers to place additional orders or to maintain these contracts with us for any reason, including any downturn in their business or financial condition, or our inability to renew or replace our contracts with these customers when they expire could materially harm our business and impair the value of our common stock.

We Depend Heavily on the VSAT Market

We derived approximately 28% of our revenues in the first three months of fiscal year 2005, 28% of our revenues in fiscal year 2004 and 34% of our revenues in fiscal year 2003 from sales of VSAT communications networks. A significant decline in this market or the replacement of VSAT technology by an alternative technology could materially harm our business and impair the value of our common stock.

Our Credit Facility Contains Restrictions that Could Limit Our Ability to Implement Our Business Plan

The restrictions contained in our line of credit may limit our ability to implement our business plan, finance future operations, respond to changing business and economic conditions, secure additional financing, and engage in opportunistic transactions, such as strategic acquisitions. In addition, if we fail to meet the covenants contained in our line of credit, our ability to borrow under our line of credit may be restricted. The line of credit, among other things, restricts our ability to do the following:

- incur additional indebtedness,
- create liens on our assets,
- make certain payments, including payments of dividends in respect of capital stock, consolidate, merge and sell assets,
- engage in certain transactions with affiliates, and
- make acquisitions.

In addition, the line of credit requires us to maintain certain ratios, including:

- debt to EBITDA (income from operations, depreciation and amortization) and
- quick ratio (sum of cash, accounts receivable and marketable securities to current liabilities),
- and, to satisfy certain tests, including tests relating to limits on capital expenditures, minimum quarterly EBITDA, and minimum tangible net worth.

We cannot assure you we will be able to comply with our financial covenants or any financial covenant violations will be waived. Any violation not waived could result in an event of default, permitting the lenders to suspend commitments to make any advance, to declare notes and interest thereon due and payable, and to require any outstanding letters of credit to be collateralized by an interest bearing cash account, any or all of which could have a material adverse effect on our business, financial condition and results of operations. In addition, if we fail to comply with our financial covenants, we may need additional financing in order to service or extinguish our indebtedness. We may not be able to obtain financing or refinancing on terms acceptable to us, if at all.

Our Success Depends on the Development of New Satellite and Other Wireless Communications Products and Our Ability to Gain Acceptance of These Products

The wireless communications market in general, and the satellite communications market in particular, are subject to rapid technological change, frequent new and enhanced product introductions, product obsolescence and changes in user requirements. Our ability to compete successfully in these markets depends on our success in applying our expertise and technology to existing and emerging satellite and other wireless communications markets. Our ability to compete in these markets also depends in large part on our ability to successfully develop, introduce and sell new products and enhancements on a timely and cost-effective basis that respond to ever-changing customer requirements. Our ability to successfully introduce new products depends on several factors, including:

- successful integration of various elements of our complex technologies and system architectures,
- timely completion and introduction of new product designs,
- achievement of acceptable product costs,
- timely and efficient implementation of our manufacturing and assembly processes and cost reduction efforts,
- establishment of close working relationships with major customers for the design of their new wireless communications systems incorporating our products,
- development of competitive products by competitors,
- marketing and pricing strategies of our competitors with respect to competitive products, and
- market acceptance of our new products.

We cannot assure you our product development efforts for communications products will be successful or any new products we develop, including ArcLight, Surfbeam and LinkStar, will achieve sufficient market acceptance. We may experience difficulties that could delay or prevent us from successfully selecting, developing, manufacturing or marketing new products or enhancements. In addition, defects may be found in our products after we begin deliveries, which could result in the delay or loss of market acceptance. If we are unable to design, manufacture, integrate and market profitable new products for existing or emerging communications markets, it could materially harm our business and impair the value of our common stock.

A Decrease in the Selling Prices of Our Products Could Materially Harm Our Business

The average selling prices of wireless communications products historically decline over product life cycles. In particular, we expect the average selling prices of our products to decline as a result of competitive pricing pressures and customers who negotiate discounts based on large unit volumes. We also expect competition in this industry will continue to increase. To offset these price decreases, we intend to rely primarily on obtaining yield improvements and corresponding cost reductions in the manufacturing process of existing products and on the introduction of new products with advanced features which can be sold at higher prices. However, we cannot assure you we will be able to obtain any yield improvements or cost reductions or introduce any new products in the future. To the extent we do not reduce costs or introduce new products in a timely manner, or our new products do not achieve market acceptance, it could materially harm our business and impair the value of our common stock.

Our Development Contracts May Be Difficult for Us to Comply With and May Expose Us to Third-Party Claims for Damages

We are often party to government and commercial contracts involving the development of new products. We derived approximately 29% of our revenues in fiscal year 2004 and 40% of our revenues in fiscal year 2003 from these development contracts. These contracts typically contain strict performance obligations and project milestones. We cannot assure you we will comply with these performance obligations or meet these project milestones. If we are unable to comply with these performance obligations or meet these milestones, our customers may terminate these contracts and, under some circumstances, recover damages or other penalties from us. We are not currently, nor have we always been, in compliance with all outstanding performance obligations and project milestones. In the past, when we have not complied with the performance obligations or project milestones in a contract, generally, the other party has not elected to terminate the contract or seek damages from us. However, we cannot assure you in the future other parties will not terminate their contracts or seek damages from us. If other parties elect to terminate their contracts or seek damages from us, it could materially harm our business and impair the value of our common stock.

We May Experience Losses from Our Fixed-Price Contracts

Approximately 84% of our revenues in the first three months of fiscal year 2005, 89% of our revenues in fiscal year 2004 and 95% of our revenues in fiscal year 2003 were derived from contracts with fixed prices. We assume greater financial risk on fixed-price contracts than on other types of contracts because if we do not anticipate technical problems, estimate costs accurately or control costs during performance of a fixed-price contract, it may significantly reduce our net profit or cause a loss on the contract. We believe a high percentage of our contracts will be at fixed prices in the future. Although we attempt to accurately estimate costs for fixed-price contracts, we cannot assure you our estimates will be adequate or that substantial losses on fixed-price contracts will not occur in the future. If we are unable to address any of the risks described above, it could materially harm our business and impair the value of our common stock.

We Expect to Increase Our Research and Development Costs, Which Could Significantly Reduce Our Profitability

Our future growth depends on penetrating new markets, adapting existing satellite communications products to new applications, and introducing new communications products that achieve market acceptance. Accordingly, we are actively applying our communications expertise to design and develop new hardware and software products and enhance existing products. We expended $1.8 million in the first three months of fiscal year 2005, $10.0 million in fiscal year 2004 and $16.0 million in fiscal year 2003 in research and development activities. We expect to continue to spend discretionary funds on research and development in the near future. The amount of funds spent on research and development projects is dependent on the amount and mix of customer funded development, the types of technology being developed and the affordability of the technology being developed. Because we account for research and development as an operating expense, these expenditures will adversely affect our earnings in the near future. Our research and development program may not produce successful results, which could materially harm our business and impair the value of our common stock.

Our Reliance on a Limited Number of Third Parties to Manufacture and Supply Our Products Exposes Us to Various Risks

Our internal manufacturing capacity is limited and we do not intend to expand our capability in the foreseeable future. We rely on a limited number of contract manufacturers to produce our products and expect to rely increasingly on these manufacturers in the future. In addition, some components, subassemblies and services necessary for the manufacture of our products are obtained from a sole supplier or a limited group of suppliers.

Our reliance on contract manufacturers and on sole suppliers or a limited group of suppliers involves several risks. We may not be able to obtain an adequate supply of required components, and our control over the price, timely delivery, reliability and quality of finished products may be reduced. The process of manufacturing our products and some of our components and subassemblies is extremely complex. We have in the past experienced and may in the future experience delays in the delivery of and quality problems with products and components and subassemblies from vendors. Some of the suppliers we rely upon have relatively limited financial and other resources. If we are not able to obtain timely deliveries of components and subassemblies of acceptable quality or if we are otherwise required to seek alternative sources of supply, or to manufacture our finished products or components and subassemblies internally, it could delay or prevent us from delivering our systems promptly and at high quality. This failure could damage relationships with current or prospective customers, which, in turn, could materially harm our business and impair the value of our common stock.

Our Ability to Protect Our Proprietary Technology is Limited and Infringement Claims Against Us Could Restrict Our Ability to Conduct Business

Our success depends significantly on our ability to protect our proprietary rights to the technologies we use in our products and services. If we are unable to protect our proprietary rights adequately, our competitors could use the intellectual property we have developed to enhance their own products and services, which could materially harm our business and impair the value of our common stock. We currently rely on a combination of patents, trade secret laws, copyrights, trademarks, service marks and contractual rights to protect our intellectual property. We cannot assure you the steps we have taken to protect our proprietary rights are adequate. Also, we cannot assure you our issued patents will remain valid or that any pending patent applications will be issued. Additionally, the laws of some foreign countries in which our products are or may be sold do not protect our intellectual property rights to the same extent as do the laws of the United States.

Litigation may often be necessary to protect our intellectual property rights and trade secrets, to determine the validity and scope of the proprietary rights of others or to defend against claims of infringement or invalidity. We believe infringement, invalidity, right to use or ownership claims by third parties or claims for indemnification resulting from infringement claims will likely be asserted against us in the future. If any claims or actions are asserted against us, we may seek to obtain a license under a third party's intellectual property rights. We cannot assure you, however, that a license will be available under reasonable terms or at all. Litigation of intellectual property claims could be extremely expensive and time consuming, which could materially harm our business, regardless of the outcome of the litigation. If our products are found to infringe upon the rights of third parties, we may be forced to incur substantial costs to develop alternative products. We cannot assure you we would be able to develop alternative products or, if these alternative products were developed, they would perform as required or be accepted in the applicable markets. Also, we have delivered certain technical data and information to the U.S. government under procurement contracts, and it may have unlimited rights to use that technical data and information. There can be no assurance that the U.S. government will not authorize others to use that data and information to compete with us. If we are unable to address any of the risks described above relating to the protection of our proprietary rights or the U.S. government's rights with respect to certain technical data and information, it could materially harm our business and impair the value of our common stock.

The Markets We Serve Are Highly Competitive and Our Competitors May Have Greater Resources Than Us

The wireless communications industry is highly competitive and competition is increasing. In addition, because our industry is evolving and characterized by rapid technological change, it is difficult for us to predict whether, when and who may introduce new competing technologies, products or services into our markets. Currently, we face

substantial competition from domestic and international wireless and ground-based communications service providers in the commercial and government industries. Many of our competitors and potential competitors have significant competitive advantages, including strong customer relationships, more experience with regulatory compliance, greater financial and management resources, and control over central communications networks. In addition, some of our customers continuously evaluate whether to develop and manufacture their own products and could elect to compete with us at any time. Increased competition from any of these or other entities could materially harm our business and impair the value of our common stock.

We Depend on a Limited Number of Key Employees Who Would Be Difficult to Replace

We depend on a limited number of key technical, marketing and management personnel to manage and operate our business. In particular, we believe our success depends to a significant degree on our ability to attract and retain highly skilled personnel, including our Chairman and Chief Executive Officer, Mark D. Dankberg, and those highly skilled design, process and test engineers involved in the manufacture of existing products and the development of new products and processes. The competition for these types of personnel is intense, and the loss of key employees could materially harm our business and impair the value of our common stock. We do not have employment agreements with any of our officers.

We Depend on the Recruitment and Retention of Personnel with U.S. Government Security Clearances, and Our Failure to Attract and Retain Such Personnel Could Seriously Harm Our Business.

Due to the specialized nature of our businesses, our future performance is dependent upon the continued services of our key engineering and management personnel with U.S. government security clearances. Our prospects depend in part upon our ability to attract and retain qualified engineering and management personnel for our operations. Competition for personnel with U.S. government security clearances is intense, and we may not be successful in attracting or retaining such qualified personnel. Our failure to compete for these personnel could seriously harm our business, results of operations and financial condition.

We May Engage in Strategic Transactions That Could Result in Significant Charges and Management Disruption and Fail to Enhance Stockholder Value

From time to time, we consider strategic transactions and alternatives with the goal of maximizing stockholder value, such as the spin-off of TrellisWare Technologies in August 2000 and the formation of the Immeon Networks joint venture in January 2001 with Loral Skynet, a division of Loral Spacecom. These strategic transactions entail a high degree of risk.

We will continue to evaluate potential strategic transactions and alternatives we believe may enhance stockholder value. These potential future transactions may include a variety of different business arrangements, including acquisitions, spin-offs, strategic partnerships, joint ventures, restructurings, divestitures, business combinations and investments. Although our goal is to maximize stockholder value, such transactions may have unexpected results which adversely affect our business and the trading price of our common stock. Any such transaction may require us to incur non-recurring or other charges and may pose significant integration challenges and/or management and business disruptions, any of which could harm our operating results and business prospects.

Any Failure to Successfully Integrate Strategic Acquisitions Could Adversely Affect Our Business

In order to position ourselves to take advantage of growth opportunities, we have made, and may continue to make, strategic acquisitions that involve significant risks and uncertainties. These risks and uncertainties include:

- the difficulty in integrating newly-acquired businesses and operations in an efficient and effective manner,
- the challenges in achieving strategic objectives, cost savings and other benefits expected from acquisitions,
- the risk our markets do not evolve as anticipated and the technologies acquired do not prove to be those needed to be successful in those markets,

- the potential loss of key employees of the acquired businesses,
- the risk of diverting the attention of senior management from the operations of our business,
- the risks of entering markets in which we have less experience, and
- the risks of potential disputes concerning indemnities and other obligations that could result in substantial costs and further divert management's attention and resources.

Any failure to successfully integrate strategic acquisitions could harm our business and impair the value of our common stock. Furthermore, to complete future acquisitions we may issue equity securities, incur debt, assume contingent liabilities or have amortization expenses and write-downs of acquired assets, which could cause our earnings per share to decline.

Because We Conduct Business Internationally, We Face Additional Risks Related to Global Political and Economic Conditions and Currency Fluctuations

Approximately 21% of our revenues in the first three months of fiscal year 2005, 24% of our revenues in fiscal year 2004 and 27% of our revenues in fiscal year 2003 were derived from international sales. We anticipate international sales will account for an increasing percentage of our revenues over the next several years. Many of these international sales may be denominated in foreign currencies. Because we do not currently engage in nor do we anticipate engaging in material foreign currency hedging transactions, a decrease in the value of foreign currencies relative to the U.S. dollar could result in losses from transactions denominated in foreign currencies. This decrease in value could also make our products less price-competitive.

There are additional risks in conducting business internationally, including:

- unexpected changes in regulatory requirements,
- increased cost of localizing systems in foreign countries,
- increased sales and marketing and research and development expenses,
- availability of suitable export financing,
- timing and availability of export licenses,
- tariffs and other trade barriers,
- political and economic instability,
- challenges in staffing and managing foreign operations,
- difficulties in managing distributors,
- potentially adverse tax consequences,
- potential difficulty in making adequate payment arrangements, and
- potential difficulty in collecting accounts receivable.

In addition, some of our customer purchase agreements are governed by foreign laws, which may differ significantly from U.S. laws. We may be limited in our ability to enforce our rights under these agreements and to collect damages, if awarded. If we are unable to address any of the risks described above, it could materially harm our business and impair the value of our common stock.

Exports of Our Defense Products are Subject to the International Traffic in Arms Regulations and Require a License from the U.S. Department of State Prior to Shipment

We must comply with the United States Export Administration Regulations and the International Traffic in Arms Regulations, or ITAR. Our products that have military or strategic applications are on the munitions list of the ITAR and require an individual validated license in order to be exported to certain jurisdictions. Any changes in export regulations may further restrict the export of our products, and we may cease to be able to procure export licenses for our products under existing regulations. The length of time required by the licensing process can vary, potentially delaying the shipment of products and the recognition of the corresponding revenue. Any restriction on the export of a significant product line or a significant amount of our products could cause a significant reduction in net sales.

Adverse Regulatory Changes Could Impair Our Ability to Sell Products

Our products are incorporated into wireless communications systems that must comply with various government regulations, including those of the Federal Communications Commission (FCC). In addition, we operate and provide services to customers through the use of several satellite earth hub stations, which are licensed by the FCC. Regulatory changes, including changes in the allocation of available frequency spectrum and in the military standards and specifications that define the current satellite networking environment, could materially harm our business by (1) restricting development efforts by us and our customers, (2) making our current products less attractive or obsolete, or (3) increasing the opportunity for additional competition. Changes in, or our failure to comply with, applicable regulations could materially harm our business and impair the value of our common stock. In addition, the increasing demand for wireless communications has exerted pressure on regulatory bodies worldwide to adopt new standards for these products and services, generally following extensive investigation of and deliberation over competing technologies. The delays inherent in this government approval process have caused and may continue to cause our customers to cancel, postpone or reschedule their installation of communications systems. This, in turn, may have a material adverse effect on our sales of products to our customers.

We Face Potential Product Liability Claims

We may be exposed to legal claims relating to the products we sell or the services we provide. Our agreements with our customers generally contain terms designed to limit our exposure to potential product liability claims. We also maintain a product liability insurance policy for our business. However, our insurance may not cover all relevant claims or may not provide sufficient coverage. If our insurance coverage does not cover all costs resulting from future product liability claims, it could materially harm our business and impair the value of our common stock.

Our Operating Results Have Varied Significantly from Quarter to Quarter in the Past and, if They Continue to do so, the Market Price of Our Common Stock Could Be Impaired

Our operating results have varied significantly from quarter to quarter in the past and may continue to do so in the future. The factors that cause our quarter-to-quarter operating results to be unpredictable include:

- a complex and lengthy procurement process for most of our customers or potential customers,
- changes in the levels of research and development spending, including the effects of associated tax credits,
- the difficulty in estimating costs over the life of a contract, which may require adjustment in future periods,
- the timing, quantity and mix of products and services sold,
- price discounts given to some customers,
- market acceptance and the timing of availability of our new products,

- the timing of customer payments for significant contracts,
- one time charges to operating income arising from items such as acquisition expenses and write-offs of assets related to customer non-payments or obsolescence,
- the failure to receive an expected order or a deferral of an order to a later period, and
- general economic and political conditions.

As a result, we believe period-to-period comparisons of our operating results are not necessarily meaningful and you should not rely upon them as indicators of future performance. If we are unable to address any of the risks described above, it could materially impair the value of our common stock. In addition, it is likely that in one or more future quarters our results may fall below the expectations of analysts and investors. In this event, the trading price of our common stock would likely decrease.

Our Executive Officers and Directors Own a Large Percentage of Our Common Stock and Exert Significant Influence Over Matters Requiring Stockholder Approval

As of July 30, 2004, our executive officers and directors and their affiliates beneficially owned an aggregate of approximately 20% of our common stock. Accordingly, these stockholders may be able to significantly influence the outcome of corporate actions requiring stockholder approval, such as mergers and acquisitions. These stockholders may exercise this ability in a manner that advances their best interests and not necessarily those of other stockholders. This ownership interest could also have the effect of delaying or preventing a change in control.

We Have Implemented Anti-Takeover Provisions That Could Prevent an Acquisition of Our Business at a Premium Price

Some of the provisions of our certificate of incorporation and bylaws could discourage, delay or prevent an acquisition of our business at a premium price. These provisions:

- permit the Board of Directors to increase its own size and fill the resulting vacancies,
- provide for a Board comprised of three classes of directors with each class serving a staggered three-year term,
- authorize the issuance of preferred stock in one or more series, and
- prohibit stockholder action by written consent.

In addition, Section 203 of the Delaware General Corporation Law imposes restrictions on mergers and other business combinations between us and any holder of 15% or more of our common stock.

Compliance with Changing Regulation of Corporate Governance and Public Disclosure May Result in Additional Expenses

Changing laws, regulations and standards relating to corporate governance and public disclosure, including the Sarbanes-Oxley Act of 2002, new Securities and Exchange Commission regulations and Nasdaq Stock Market rules, are creating uncertainty for companies such as ours. We are committed to maintaining high standards of corporate governance and public disclosure. As a result, we intend to invest reasonably necessary resources to comply with evolving standards, and this investment may result in increased general and administrative expenses and a diversion of management time and attention from revenue-generating activities to compliance activities, which could harm our operating results and business prospects.

Our Forward-looking Statements are Speculative and May Prove to be Wrong

Some of the information in this Quarterly Report involves forward-looking statements. These forward-looking statements include, but are not limited to, statements about our plans, objectives, expectations and intentions and other statements contained in this Quarterly Report that are not historical facts. When used in this Quarterly Report, the words “expects,” “anticipates,” “intends,” “plans,” “believes,” “seeks,” “estimates,” “could,” “should,” “may,” “will” and similar expressions are generally intended to identify forward-looking statements. Because these forward-looking statements involve risks and uncertainties, there are important factors, including the factors discussed in this “Factors that May Affect Future Performance” section of the Quarterly Report, which could cause actual results to differ materially from those expressed or implied by these forward-looking statements. We undertake no obligation to update or revise any forward-looking statements.

Item 3. ***Quantitative and Qualitative Disclosures About Market Risk.***

Our financial instruments consist of cash and cash equivalents, short-term investments, trade accounts receivable, accounts payable, and short-term obligations including the revolving line of credit. We consider investments in highly liquid instruments purchased with a remaining maturity of 90 days or less at the date of purchase to be cash equivalents. Our exposure to market risk for changes in interest rates relates primarily to short-term investments and short-term obligations. As a result, we do not expect fluctuations in interest rates to have a material impact on the fair value of these securities.

Item 4. ***Controls and Procedures***

We maintain disclosure controls and procedures that are designed to ensure that information required to be disclosed in our Exchange Act reports is recorded, processed, summarized and reported within the time periods specified in the rules and forms of the Securities and Exchange Commission, and that such information is accumulated and communicated to our management, including our Chief Executive Officer and Chief Financial Officer, as appropriate, to allow timely decisions regarding required disclosure. In designing and evaluating the disclosure controls and procedures, management recognized that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving the desired control objectives, and management necessarily was required to apply its judgment in evaluating the cost-benefit relationship of possible controls and procedures.

We carried out an evaluation, under the supervision and with the participation of our management, including our Chief Executive Officer, Chief Financial Officer and Disclosure Committee, of the effectiveness of the design and operation of our disclosure controls and procedures as of the end of the period covered by this Quarterly Report. Based on the foregoing, our Chief Executive Officer, Chief Financial Officer and Disclosure Committee concluded that our disclosure controls and procedures were effective at the reasonable assurance level.

During the period covered by this Quarterly Report, there have been no changes in our internal control over financial reporting that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II — OTHER INFORMATION

Item 1. Legal Proceedings

A review of our current litigation is disclosed in the Notes to Condensed Consolidated Financial Statements. See “Notes to Condensed Consolidated Financial Statements — Note 8 – Commitments and Contingencies.” We are also engaged in other legal actions arising in the ordinary course of our business and believe that the ultimate outcome of these actions will not have a material adverse effect on our results of operations, liquidity or financial position.

Item 6. Exhibits and Reports on Form 8-K

(a) Exhibits:

10.1 Amendment to Lease, dated June 17, 2004, by and between Levine Investments Limited Partnership and ViaSat, Inc. (6155 El Camino Real, Carlsbad, CA).

31.1 Certifications Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.

32.1 Certifications Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.

(b) Reports on Form 8-K:

On June 28, 2004, we filed a current report on Form 8-K/A dated June 25, 2004, for the purpose of filing unredacted forms of the three amendments that we had previously filed (in redacted form) to our Amended and Restated Loan Agreement with Union Bank of California and Comerica Bank.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

VIASAT, INC.

August 10, 2004

/s/ Mark D. Dankberg
Mark D. Dankberg
Chairman of the Board and Chief
Executive Officer (Principal Executive Officer)

/s/ Ronald G. Wangerin
Ronald G. Wangerin
Vice President, Chief Financial Officer
(Principal Financial and Accounting Officer)

EXHIBIT 10.1

THIRD AMENDMENT TO LEASE

THIS THIRD AMENDMENT TO LEASE (this "AMENDMENT") is entered into this 17th day of June, 2004, (the "EFFECTIVE DATE") by and between LEVINE INVESTMENTS LIMITED PARTNERSHIP, an Arizona limited partnership ("LANDLORD"), and VIASAT, INC., a Delaware corporation ("TENANT").

RECITALS

A. Landlord, as successor in interest to W9/LNP Real Estate Limited Partnership, a Delaware limited partnership, and Tenant are parties to that certain Lease dated March 24, 1998 (the "MASTER LEASE"), as amended by that certain First Amendment to Lease Agreement dated June 27, 2000 (the "FIRST AMENDMENT"), and that certain Letter Agreement dated May 22, 2001 (the "SECOND AMENDMENT") (collectively, the "LEASE"), with respect to premises (the "PREMISES") consisting of three (3) buildings containing a total of approximately 180,000 rentable square feet located on El Camino Real, Carlsbad, California.

B. The Second Amendment extended and modified the Phase 3 Option as stated therein. Thereafter, Tenant allowed the Phase 3 Option to expire.

C. The parties wish to further amend the Lease, subject to and in accordance with the further terms, covenants and conditions of this Amendment.

AGREEMENT

NOW, THEREFORE, in consideration of the execution and delivery of the Lease, the foregoing Recitals, the mutual agreements, covenants and promises set forth in this Amendment and other good and valuable consideration, the receipt, sufficiency and validity of which is hereby acknowledged, the parties agree as follows:

1. DEFINITIONS; APPROVALS. Except as otherwise defined in this Amendment, all capitalized terms shall have the meanings given to them in the Lease. All required approvals in this Amendment, including its Exhibits, shall not be unreasonably withheld, conditioned or delayed.

2. REFURBISHMENT ALLOWANCE. Landlord shall provide to Tenant an allowance in the amount of Four Hundred Fifty Thousand and No/100 Dollars ($450,000.00) ($2.50 per rentable square foot of the Premises, not including Building 4) (as defined in Paragraph 12 below) (the "REFURBISHMENT ALLOWANCE") to partially offset expenses which Tenant may incur in connection with its planned refurbishment of Buildings 1, 2 and 3. Any such improvements shall be submitted to Landlord for prior approval and otherwise constructed as set forth in Section 10 of the Master Lease. Any disapproval shall be delivered in writing to Tenant by Landlord within five (5) days after Tenant's request for approval or such improvements shall be deemed approved by Landlord. Any disapproval shall state the reasons for such disapproval. The Landlord shall not disapprove customary refurbishment work such as recarpeting, repainting, and repairs of items previously constructed in Buildings 1, 2 or 3. The Refurbishment Allowance shall be paid to Tenant upon the Amendment Commencement Date (as defined in Paragraph 5 below).

3. REFUND OF OPTION PAYMENT. Landlord shall, upon the Amendment Commencement Date, refund to Tenant fifty percent (50%) of the option payments made by Tenant to Landlord on

account of the Phase 3 Option as set forth in the Second Amendment (the "OPTION REFUND"). The Option Refund shall be in the amount of Eighty Nine Thousand and No/100 Dollars ($89,000.00).

4. REFUND OF SECURITY DEPOSIT. Landlord shall, upon the Amendment Commencement Date, refund to Tenant the Security Deposit in the amount of One Hundred Thirty Nine Thousand Eighty-Eight and No/100 Dollars ($139,088.00).

5. LEASE TERM. Effective upon the earlier of (a) occupancy by Tenant of any portion of Building 4, or (b) the expiration of the Fixturization Period (as defined in EXHIBIT "C" to this Amendment), (the "AMENDMENT COMMENCEMENT DATE") the Lease is amended to reflect that the Term is ten (10) years and zero (0) months commencing on the earlier of (i) occupancy by Tenant of all of Building 4, or (ii) the Phased Occupancy Deadline (defined in Paragraph 6 below) (the "TERM COMMENCEMENT DATE").

6. PHASED OCCUPANCY. Tenant shall commence occupancy of a minimum of 30,000 rentable square feet of Building 4 upon Substantial Completion (as defined in EXHIBIT "C" to this Amendment) of the Tenant Improvements (as defined in EXHIBIT "C" to this Amendment) in Building 4. Tenant shall occupy the remainder of Building 4 in not more than two (2) phases (each, a "PHASE"). The first Phase shall result in Tenant having commenced occupancy of at least 45,000 rentable square feet (in the aggregate) of Building 4. The second Phase shall result in Tenant having commenced occupancy of all of Building 4. Tenant shall be permitted to occupy each such Phase upon thirty (30) days prior written notice to Landlord, but shall be required to occupy all of Building 4 not later than the date which is one (1) year after the Amendment Commencement Date (the "PHASED OCCUPANCY DEADLINE"). Tenant shall pay Base Rent on the portion of Building 4 which Tenant has occupied or is required to have occupied based upon the rentable square footage thereof commencing on the date of such occupancy or required occupancy. Base Rent on such portion of the Building shall be payable at the "pre Term Commencement Date rate" set forth in Paragraph 7 below. Commencing on the Amendment Commencement Date, Tenant shall pay Additional Rent on all of Building 4 without regard to Tenant's actual occupancy thereof. From the Amendment Commencement Date through the Term Commencement Date, Tenant shall pay to Landlord, as additional rent, in addition to Tenant's monthly installment of Base Rent, an amount equal to the total cost of the Tenant Improvement Allowance, on a rentable square foot basis, multiplied by the number of rentable square feet in Building 4 which Tenant has not occupied and is not required to have occupied pursuant to the provisions of this Paragraph 6, multiplied by 1.0073. Additionally, from the date which is four (4) months after the Amendment Commencement Date through the Term Commencement Date, Tenant shall pay to Landlord, in addition to Tenant's monthly installment of Base Rent for Buildings 1, 2 and 3 and such portions of Building 4 as Tenant has occupied or is required to have occupied pursuant to the provisions of this Paragraph 6, monthly installments of one-half (1/2) Base Rent (calculated at the "pre Term Commencement Date rate") on a rentable square foot basis, multiplied by the number of rentable square feet in Building 4 which Tenant has not occupied and is not required to have occupied pursuant to the provisions of this Paragraph 6.

7. BASE RENT. As of the Amendment Commencement Date, Base Rent for Buildings 1, 2, 3 and such portions of Building 4 as Tenant has occupied or is required to have occupied, shall be $1.157 per rentable square foot per month. As of the Term Commencement Date, Base Rent on Buildings 1, 2, 3 and 4 shall be as follows:

YEARS 1 AND 2	$1.167 per rentable square foot per month
YEARS 3 AND 4	$1.225 per rentable square foot per month
YEARS 5 AND 6	$1.286 per rentable square foot per month
YEARS 7 AND 8	$1.35 per rentable square foot per month
YEARS 9 AND 10	$1.418 per rentable square foot per month

8. ADDITIONAL RENT. As of the Amendment Commencement Date, Section 6.1.1 of the Master Lease is amended to reflect that notwithstanding anything to the contrary contained in Section 6 of the Master Lease, Landlord shall provide Tenant with a copy of all premium notices which Landlord receives in regard to the policy(ies) of property insurance which Landlord carries pursuant to Section 12.5 of the Master Lease. Tenant shall pay the premium as set forth in any such premium notice to Landlord at least ten (10) days prior to the date on which such premium is due.

As of the Amendment Commencement Date, Section 6.1.3 of the Master Lease is hereby deleted in its entirety.

As of the Amendment Commencement Date, Section 6.2 of the Master Lease is amended to reflect that Tenant shall not, during any period of the Term, as extended by this Amendment, pay any increase in real property taxes and assessments attributable to a "CHANGE IN OWNERSHIP" as defined by California Revenue and Taxation Code Section 60.

As of the Amendment Commencement Date, Sections 6.4, 6.5 and 6.6 of the Master Lease are hereby deleted in their entirety.

9. PREMISES; BUILDINGS. Buildings 1, 2 and 3 shall be deemed to contain 180,000 rentable square feet. As of the Amendment Commencement Date, the term the "PREMISES" shall be expanded to include Building 4, which is anticipated to consist of approximately 60,000 rentable square feet. Landlord or Tenant may, within thirty (30) days after Substantial Completion (as defined in EXHIBIT "B" to this Amendment) of the Building Core (as defined in EXHIBIT "B" to this Amendment) and Building Shell (as defined in EXHIBIT "B" to this Amendment), cause the actual rentable square feet of Building 4 to be measured pursuant to the Standard Method for Measuring Floor Area in Office Buildings, ANSI/BOMA Z65.1-1996, at such party's sole cost and expense. If (i) neither Landlord nor Tenant causes Building 4 to be so measured within such 30-day period, or (ii) the actual rentable square feet of Building 4, determined pursuant to the Standard Method for Measuring Floor Area in Office Buildings, ANSI/BOMA Z65.1-1996, does not vary from 60,000 rentable square feet by more than five percent (5%), then the Premises shall, as of the Amendment Commencement Date, be deemed to contain 240,000 rentable square feet. If Landlord or Tenant timely causes Building 4 to be measured as set forth above and, as measured, the actual rentable square feet of Building 4 varies from 60,000 rentable square feet by more than five percent (5%), the rentable square footage for Building 4 and the Premises shall be

adjusted to reflect such actual rentable square footage. As of the Amendment Commencement Date, the term "BUILDINGS" shall be deemed to include Building 4.

10. DELETION OF PRIOR EXPANSION OPTION AND PHASE 3 OPTION. Addendum 2 to the Master Lease, as amended by the First Amendment and Second Amendment, is hereby deleted in its entirety.

11. OPTION TO EXTEND TERM. As of the Amendment Commencement Date, Addendum 1 to the Master Lease is hereby amended as set forth in this Paragraph 11.

Paragraph 1 of Addendum 1 is hereby amended and restated in its entirety as follows:

> Subject to the provisions and conditions of this Addendum, Tenant shall have the right, at its option (individually, an "OPTION" and collectively, the "OPTIONS"), to extend the term of the Lease for three (3) additional three (3) year periods (individually, the "FIRST EXTENDED TERM," "SECOND EXTENDED TERM" and the "THIRD EXTENDED TERM," respectively and collectively, the "EXTENDED TERMS") commencing on the expiration of the Term as extended by Paragraph 5 of that certain Third Amendment to Lease dated June 17, 2004.

Paragraph 2 of Addendum 1 is hereby amended and restated in its entirety as follows:

> Landlord must receive written notice from Tenant of Tenant's exercise of an Option on a date which is not more than four hundred fifty (450) days nor less than two hundred seventy (270) days prior to the end of the Term or prior Extended Term, as applicable ("OPTION NOTICE"). In the event Tenant fails to timely and properly exercise such Option for the (i) First Extended Term, all rights to all three Options shall automatically lapse and terminate and shall be of no further force or effect, or (ii) the Second Extended Term, all rights to the Options for the Second Extended Term and Third Extended Term shall automatically terminate and be of no further force or effect, or (iii) the Third Extended Term, all rights to the Option for the Third Extended Term shall automatically terminate and be of no further force or effect.

The first sentence of Paragraph 3 of Addendum 1 is hereby amended and restated in its entirety as follows:

> The monthly Base Rent for the Extended Terms shall be as follows:

FIRST EXTENDED TERM - YEARS 1 AND 2	$1.489 per rentable square foot per month
FIRST EXTENDED TERM - YEAR 3	$1.563 per rentable square foot per month

SECOND EXTENDED TERM - YEAR 1	$1.563 per rentable square foot per month
SECOND EXTENDED TERM - YEARS 2 AND 3	$1.642 per rentable square foot per month
THIRD EXTENDED TERM - YEARS 1 AND 2	$1.724 per rentable square foot per month
THIRD EXTENDED TERM - YEAR 3	$1.810 per rentable square foot per month

The second to last sentence of Paragraph 3 of Addendum 1 is hereby amended and restated in its entirety as follows:

> Such amendment shall, set forth among other things, the initial monthly Base Rent for the applicable Extended Term, and the actual commencement date and expiration date of the applicable Extended Term, and shall otherwise be on the same terms and provisions of the Lease except that (i) Tenant shall have no further option to extend the Term except as otherwise specifically set forth in this Addendum 1, (ii) Tenant shall not receive any rent concessions or allowances, including tenant improvement allowances or base building or code upgrades, and (iii) Landlord shall not be obligated to pay any commission for the Extended Term.

Paragraph 4 of Addendum 1 is hereby deleted in its entirety.

Clauses (i) and (ii) of the second sentence of Paragraph 6 of Addendum 1 are hereby amended and restated in their entirety as follows:

> (i) Tenant has been in default at any time beyond the expiration of any applicable notice and cure periods more than three (3) times during any twelve (12) month period in the Term or any Extended Term, as the case may be, or is in default in the performance of any of its material obligations under this Lease beyond any applicable notice and cure periods at the time of Tenant's exercise of the then applicable Option; and/or (ii) there has occurred a substantial and adverse change in Tenant's financial condition during the Term or any Extended term, as applicable;

12. IMPROVEMENTS. Landlord shall construct an approximately 60,000 square foot building ("BUILDING 4"). The location of Building 4 shall be, at Tenant's election, in one of the locations depicted on either EXHIBITS "A-1", "A-2", "A-3" OR "A-4" to this Amendment (each, a "LOCATION"). Tenant shall have until the date which is ten (10) days after the Effective Date to select, by written notice to Landlord, the Location of Building 4. If Tenant does not timely select a Location, Tenant shall be deemed to have selected the Location depicted in EXHIBIT "A-1" to this Amendment. If Tenant timely

selects one of the Locations depicted in EXHIBITS "A-2", "A-3" OR "A-4", such selection shall constitute a "BUILDING 4 RELOCATION". The respective obligations of Landlord and Tenant with respect to the construction of Building 4 are set forth in EXHIBIT "B" to this Amendment. The respective obligations of Landlord and Tenant with respect to the construction of the Tenant Improvements in Building 4 and a Building 4 Relocation are set forth in EXHIBIT "C" to this Amendment. EXHIBIT "B" to the Master Lease is hereby deleted in its entirety.

13. GOVERNMENTAL APPROVALS. Landlord shall have until November 1, 2004 (the "LANDLORD PERMIT DATE") in order to obtain from applicable governmental authorities such approvals, permits and licenses (collectively the "PERMITS") that are a requirement for Landlord to construct Building 4. Landlord shall use commercially reasonable, good faith efforts to obtain the Permits prior to the Landlord Permit Date. If, despite the exercise by Landlord of its commercially reasonable, good faith efforts, Landlord is unable to obtain the Permits prior to the Landlord Permit Date, unless the Landlord Permit Date shall have been extended, in writing, upon the mutual consent of Landlord and Tenant, Tenant shall have until the date which is ninety (90) days after the Landlord Permit Date (the "OUTSIDE DATE") to obtain the Permits on Landlord's behalf. If Tenant is unable to obtain the Permits prior to the Outside Date, unless the Outside Date shall have been extended, in writing, upon the mutual consent of Landlord and Tenant, this Amendment shall terminate and the parties shall continue to be bound by the Lease as though this Amendment had never been executed.

14. REPAIRS AND MAINTENANCE. As of the Amendment Commencement Date, the fourth sentence of Section 11.1 of the Master Lease is hereby amended and restated in its entirety as follows:

> If Landlord so elects to procure and maintain any such contract(s), Tenant shall be named as a third party beneficiary in each such contract(s). Landlord shall provide Tenant with a copy of any invoice Landlord receives for any such contract(s) and Tenant shall pay all amounts due under any such contract(s) at least ten (10) days prior to the date on which such amounts are due. If Landlord has timely received the contract payment from Tenant as set forth in the preceding sentence, Landlord shall timely pay the contract amount as set forth in the invoice.

As of the Amendment Commencement Date, Section 11.2.2 of the Master Lease is hereby amended to reflect that Tenant shall directly perform all work to be performed pursuant to Section 6.1.2 of the Master Lease and shall timely pay all amounts due for such work directly to the party with whom Tenant contracts for the performance of such work.

15. INSURANCE. As of the Amendment Commencement Date, the first sentence of Section 12.3 of the Master Lease is hereby amended and restated in its entirety as follows:

> Landlord, any property management company and/or agent of Landlord for the Premises and any lender(s) of Landlord having a lien against the Premises shall be named a co-loss payee under all policies of insurance required in this Section 12.

As of the Amendment Commencement Date, Section 12.5 of the Master Lease is amended to reflect that Tenant may, upon thirty (30) days prior written notice to Landlord, elect to maintain, at its sole cost and expense, the policies of property insurance required by Section 12.5. If Tenant makes such an election, Tenant shall, upon ten (10) days written notice, reimburse Landlord for any "short rate" or

other cancellation fees or charges incurred by Landlord as a result of Landlord canceling the policies of property insurance then maintained by Landlord.

16. BROKERS. Tenant warrants to Landlord that Tenant has had no dealings with any real estate broker or agent in connection with the negotiation with this Amendment and that Tenant knows of no real estate broker or agent who is entitled to a commission in connection with this Amendment. Tenant shall indemnify and hold Landlord harmless for, from and against any and all claims, demands, losses, liability, cost or expense (including attorneys' fees and costs) arising out of claims made for a fee or commission by any real estate broker, agent or finder in connection with the Premises and this Amendment, if any, resulting from the actions of Tenant.

17. NO RIGHT TO RENEW. Except as set forth in Paragraph 11 of this Amendment, Tenant acknowledges that it has no right to extend the term of the Lease beyond the date set forth in Paragraph 5 of this Amendment.

18. ESTOPPEL. Each party hereby affirms by execution of this Amendment that to the best of its knowledge the Lease is in full force and effect, each party has performed all of its monetary and non-monetary obligations under the Lease and it does not have any presently existing claims against the other party or any offsets against any amounts due under the Lease. To the best of each party's knowledge, there are no defaults under the Lease and there are no existing circumstances which with the passage of time, notice or both, would give rise to a default under the Lease.

19. FULL FORCE AND EFFECT. Except as set forth in this Amendment, the Lease remains in full force and effect. All references in the Lease to "this Lease" shall be deemed references to the Lease as modified by this Amendment.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first hereinabove set forth.

LANDLORD:

LEVINE INVESTMENTS LIMITED PARTNERSHIP, an Arizona limited partnership

By: _____
Name: William S. Levine
Its: General Partner

TENANT:

VIASAT, INC., a Delaware corporation

By: _____
Name: Gregory D. Monahan
Its: Vice President, Administration & General Counsel

EXHIBIT A-1

SITE PLAN OF THE PREMISES

EXHIBIT A-2

ALTERNATE SITE PLAN OF THE PREMISES

EXHIBIT A-3

ALTERNATE SITE PLAN OF THE PREMISES

EXHIBIT A-4

ALTERNATE SITE PLAN OF THE PREMISES

EXHIBIT B

PROVISIONS RELATING TO CONSTRUCTION
OF BUILDING 4

1. LANDLORD'S WORK. Landlord's Work (herein so called) shall be limited to the work to be done by Landlord in construction of a Building Shell (as defined in the Project Description and Outline Specifications (the "PROJECT DESCRIPTION") attached to this EXHIBIT "B" as ANNEX I), the Building Core (as defined in the Project Description) and Site Improvement (as defined in the Project Description) for the land on which Building 4 will be constructed pursuant to the Landlord Improvements Plans described in Paragraph 2 below. The Building Shell and Building Core shall be collectively referred to in this EXHIBIT "B" as "BUILDING 4". All other items of work not expressly provided to be done by Landlord in the Landlord Improvement Plans shall be constructed in accordance with the provisions of EXHIBIT "C".

2. PLANS. Landlord and Tenant shall agree upon Landlord's proposed plans for Building 4 (the "BUILDING PLANS"). Building 4 shall be substantially similar to Building 3 with the addition of one (1) men's restroom and one (1) women's restroom per floor, a lobby entrance and roof access similar to Building 2 and other slight modifications requested by Tenant and approved by Landlord. The exterior facade and landscaping around Building 4 shall be substantially similar to Building 3. Landlord shall retain Chapo and Hall Architects (the "INTEGRATED ARCHITECT") to prepare the architectural plans, working drawings and specifications of certain key items within the Building Shell and Building Core which are integrated with the Tenant Improvements (the "INTEGRATED WORK"). Landlord shall retain Smith Consulting, or another architect reasonably acceptable to Tenant ("LANDLORD'S ARCHITECT"), to prepare the architectural plans, working drawings and specifications for all portions of Landlord's Work which are not Integrated Work (the "REMAINING WORK"). Landlord and Tenant shall agree upon the commercially reasonable allocation of the Landlord's Work between the Integrated Work and the Remaining Work. Landlord's Architect and Tenant's Architect may be collectively referred to in this EXHIBIT "B" as the "ARCHITECTS."

(a) INTEGRATED WORK. Based upon the Building Plans, Landlord shall instruct the Integrated Architect, with assistance and direction from Tenant, to prepare proposed final working drawings and specifications for the Integrated Work and shall deliver such proposed final working drawings and specifications to Tenant for approval within ninety (90) days after the approval of the Building Plans. Tenant shall have twenty-one (21) days to review and approve the proposed final working drawings and specifications for the Integrated Work. Tenant's comments to the proposed final working drawings and specifications shall be in writing and shall specify the changes or modifications necessary in order to obtain Tenant's approval. However, the failure by Tenant to provide written comments to Landlord's proposed final working drawings and specifications for the Integrated Work within twenty-one (21) days after receipt thereof shall be deemed an approval by Tenant of the proposed final working drawings and specifications. Promptly following receipt by Landlord of Tenant's comments to the proposed final working drawings and specifications for the Integrated Work, Landlord shall instruct the Integrated Architect to revise the proposed final working drawings and specifications so as to incorporate Tenant's changes and Landlord shall deliver revised final working drawings and specifications to Tenant for review and approval. Tenant shall have fourteen (14) days within which to review and approve the revised final working drawings and specifications. The failure by Tenant to provide Landlord with comments to the revised final working drawings and specifications for Landlord's Work within such fourteen (14) day period shall be deemed an approval thereof. If Tenant has any comments to the revised working drawings and specifications for the Integrated Work, such comments

shall be in writing and shall specify the additional changes required by Tenant in order to obtain Tenant's approval. The foregoing procedure for review and approval of the proposed final working drawings and specifications for the Integrated Work shall continue until the final working drawings and specifications for the Integrated Work have been approved by Landlord. Tenant's review and approval of Landlord's proposed final working drawings and specifications for the Integrated Work shall be limited to conformance of the proposed final working drawings and specifications with the Building Plans.

(b) REMAINING WORK. Based upon the Building Plans, Landlord shall instruct Landlord's Architect, with assistance and direction from Tenant, to prepare proposed final working drawings and specifications for the Remaining Work and shall deliver such proposed final working drawings and specifications to Tenant for approval within ninety (90) days after the approval of the Building Plans. Tenant shall have twenty-one (21) days to review and approve the proposed final working drawings and specifications for the Remaining Work. Tenant's comments to the proposed final working drawings and specifications shall be in writing and shall specify the changes or modifications necessary in order to obtain Tenant's approval. However, the failure by Tenant to provide written comments to Landlord's proposed final working drawings and specifications for the Remaining Work within twenty-one (21) days after receipt thereof shall be deemed an approval by Tenant of the proposed final working drawings and specifications. Promptly following receipt by Landlord of Tenant's comments to the proposed final working drawings and specifications for the Remaining Work, Landlord shall instruct Landlord's Architect to revise the proposed final working drawings and specifications so as to incorporate Tenant's changes and Landlord shall deliver revised final working drawings and specifications to Tenant for review and approval. Tenant shall have fourteen (14) days within which to review and approve the revised final working drawings and specifications. The failure by Tenant to provide Landlord with comments to the revised final working drawings and specifications for Landlord's Work within such fourteen (14) day period shall be deemed an approval thereof. If Tenant has any comments to the revised working drawings and specifications for the Remaining Work, such comments shall be in writing and shall specify the additional changes required by Tenant in order to obtain Tenant's approval. The foregoing procedure for review and approval of the proposed final working drawings and specifications for the Remaining Work shall continue until the final working drawings and specifications for the Remaining Work have been approved by Landlord. Tenant's review and approval of Landlord's proposed final working drawings and specifications for the Remaining Work shall be limited to conformance of the proposed final working drawings and specifications with the Site Plan and Building Plans.

(c) LANDLORD IMPROVEMENT PLANS. Upon approval by Landlord and Tenant of the final working plans and specifications for the Integrated Work and the Remaining Work, such final working drawings and specifications shall collectively be considered the "LANDLORD IMPROVEMENT PLANS". Tenant acknowledges that after the approval of the Landlord Improvement Plans by Tenant, any further changes to the Landlord Improvement Plans requested by Tenant may be made only upon the agreement by Tenant to pay all net additional costs and expenses resulting from such requested changes. Landlord shall provide to Tenant, upon request, a schedule of any such additional costs and expenses and/or anticipated delay, as the case may be.

3. PERMITS. Promptly after the approval of the Landlord Improvement Plans by Landlord and Tenant, the Landlord Improvement Plans shall be submitted to the appropriate governmental body for plan checking and building permits. Landlord, with Tenant's cooperation but at Landlord's sole cost and expense, shall cause to be made such changes in the Landlord Improvement Plans necessary to obtain the required permits.

4. CONSTRUCTION OF LANDLORD'S WORK. After the Landlord Improvement Plans have been prepared and approved, and building permits for Landlord's Work have been issued, Landlord shall enter into a construction contract with Reno Contracting, or another general contractor reasonably acceptable to Tenant, for the installation of Landlord's Work in accordance with the Landlord Improvement Plans. Landlord's Work shall be constructed in a good, workmanlike and lien free manner and in conformance with all applicable codes. Landlord shall supervise the completion of Landlord's Work and shall endeavor in good faith to secure the completion of Landlord's Work in a timely manner. The cost of Landlord's Work shall be paid as provided in Paragraph 5 below. Tenant shall accept Landlord's Work upon Substantial Completion (as defined in Paragraph 7 below) of the Building and Site Improvements.

5. PAYMENT OF COST OF LANDLORD'S WORK.

(a) CONTRACT AMOUNT. Subject to the provisions of this Paragraph 5, Landlord shall construct Landlord's Work at its sole cost and expense.

(b) CHANGES TO LANDLORD IMPROVEMENT PLANS. In the event that Tenant shall request any changes or substitutions to the Landlord Improvement Plans after the Landlord Improvement Plans have been approved by Tenant, any additional costs attributable to such changes or substitutions shall be documented in a change order executed by Landlord and Tenant and shall be paid by Tenant to Landlord on the Amendment Commencement Date; provided, however, that Tenant may apply, to the extent available, the Tenant Improvement Allowance and/ or the Refurbishment Allowance against the cost of any such change order. Any request for a change must be in writing and in sufficient detail to enable Landlord to prepare a proposed change order. If Tenant fails to approve the proposed change order within five (5) business days after delivery of the change order, Tenant shall be deemed to have withdrawn its requested change. If a change requested by Tenant results in a delay in the performance by Landlord of Landlord's Work, the date of Substantial Completion shall be deemed to be the date, on a day-for-day basis, on which Substantial Completion would have occurred but for such delay.

6. SUBSTANTIAL COMPLETION. The term "SUBSTANTIAL COMPLETION" as used in this EXHIBIT "B" shall mean completion of construction of Landlord's Work pursuant to the Landlord Improvement Plans with the exception of any punchlist items, the later completion of which will not materially interfere with construction of the Tenant Improvements (as defined in EXHIBIT "C" below). If there shall be a delay in Substantial Completion of Building 4 as a result of (a) any act or omission of Tenant or Tenant's Agents including any delays by Tenant to approve any item or to perform any other obligation in accordance with and by the dates specified in this EXHIBIT "B"; or (b) Tenant's request for changes to the Landlord Improvement Plans after initial approval by Tenant, the date of Substantial Completion shall be deemed to be the date, on a day-for-day basis, on which Substantial Completion would have occurred but for such delay.

7. PUNCH LIST PROCEDURE. Within ten (10) business days after Substantial Completion of Building 4, Tenant shall prepare a list (the "BUILDING PUNCH LIST") of any deficiencies or uncompleted work regarding any of Landlord's Work. Landlord shall correct such deficiencies or uncompleted work within a reasonable period of time, but in no event later than sixty (60) days after receipt of Building 4 Punch List, provided that such items are Landlord's responsibility in accordance with the Landlord Improvement Plans, after which Landlord shall have no further obligation to alter, change, decorate or improve Building 4, whether to adapt the same for the use for which it is leased or for any other purpose, except to the extent expressly set forth in the Lease. The existence of such deficiencies or uncompleted work shall not affect Tenant's obligation to accept Building 4 as otherwise required under this EXHIBIT "B".

8. WARRANTIES AND GUARANTEES. Landlord shall use commercially reasonable efforts to obtain warranties and guarantees from all the contractors and subcontractors participating in Landlord's Work; provided, however, in the event such contractors or subcontractors do not, in the ordinary course of business, provide such warranties and guarantees, Landlord shall not be obligated to obtain the same. Landlord shall use commercially reasonable efforts, at no additional cost to Landlord, to require that all such warranties or guarantees as to materials or workmanship of or with respect to any work which are obtained by Landlord be contained in the contract or subcontract which shall be so written that such guarantees or warranties shall inure to the benefit of both Landlord and Tenant, as their respective interest may appear, and may be directly enforced by either or both of them. Landlord covenants to give to Tenant, to the extent allowable under the applicable contract, any assignment or other reasonable assurances necessary to effect such right of direct enforcement.

9. ARBITRATION OF DISPUTES.

(a) AGREEMENT TO ARBITRATE. Unless otherwise provided in this EXHIBIT "B", any dispute arising from or relating to this EXHIBIT "B" shall be settled by arbitration as provided in this Paragraph 9. The submission to binding arbitration in accordance with the provisions of this Paragraph 9 shall be the sole and exclusive method, means, and procedure to resolve any and all disputes, claims, or controversies of any kind, whether in contract or in tort, statutory or common law, legal or equitable, or otherwise ("DISPUTE"), now existing or hereafter arising between the parties in any way arising out of, pertaining to, or in connection with (a) this EXHIBIT "B", or any related agreement, document, or instrument (collectively, the "DOCUMENTS"); (b) any incidents, omissions, acts, practices, or occurrences causing injury to either party whereby the other party or its agents, employees, or representatives may be liable, in whole or in part, and which relate in any manner to the Documents or the transactions contemplated therein; or (c) any aspect of the past or present relationships of the parties with respect to the Documents or the transactions contemplated therein. Any party to a Dispute may, by summary proceedings, bring action in court to compel arbitration of any Dispute. This Paragraph 9(a) shall under no circumstances be deemed to require the submission to binding arbitration of any dispute, claim or controversy between Landlord and Tenant arising out of or related to the Lease, but not related to the Documents.

(b) ARBITRATION RULES. The arbitration shall be conducted in accordance with the Arbitration Rules for the Real Estate Industry (the "AAA RULES") of the American Arbitration Association (the "AAA"), except to the extent modified here. In the event of any conflict, the terms of this Paragraph 9 shall supersede and control the AAA Rules.

(c) RIGHT TO DISCOVERY. The parties shall have the right to discovery in accordance with Section 1283.05 of the California Code of Civil Procedure.

(d) QUALIFICATIONS OF ARBITRATORS. All arbitrators shall be retired judges, practicing attorneys licensed to practice law in the State of California with at least 15 years in practice, practicing engineers licensed in the State of California with at least 15 years in practice, or practicing architects licensed in the State of California with at least 15 years in practice, and all such arbitrators shall have expertise in the issues which are the subject of the Dispute. No arbitrator shall have represented any party to the Dispute within the preceding 10 years.

(e) NUMBER OF ARBITRATORS. Unless Landlord and Tenant otherwise agree, the Dispute shall be arbitrated by a panel of three arbitrators if the amount in controversy exceeds $500,000. All other Disputes shall be arbitrated by a single arbitrator.

(f) SCOPE OF ARBITRATOR'S POWERS. The arbitrator may grant any remedy not excluded by this EXHIBIT "B" or the Lease that the arbitrator deems just and equitable, including without limitation injunctions and specific performance. The arbitrator may also grant such ancillary relief as is necessary to make effective the award; provided, however, in no event shall the arbitrator award punitive damages. To the extent permitted by applicable law, the arbitrator shall have the power to award all legal expenses (including, but not limited to, attorney's fees, administrative fees, arbitrator's fees, and other professional fees and expenses) to the prevailing party; provided, however, the award or potential award of legal expenses shall not be considered in determining the amount in controversy for the purposes of determining the appropriate number of arbitrators for the Dispute. The arbitrator shall have the power to impose sanctions and to take such other actions as the arbitrator deem necessary to the same extent a judge could pursuant to the California Rules of Court and applicable law.

(g) ARBITRATOR REQUIRED TO APPLY LAW. The arbitrator shall resolve all aspects of any Dispute in accordance with the applicable substantive and procedural law. The arbitrator shall make specific, written findings of fact and conclusions of law. The findings of fact by the arbitrator shall be binding upon all parties and shall not be subject to further review, except as otherwise allowed by applicable law.

(h) JUDGMENT ON AWARD. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction subject to (i) the parties' statutory right to seek vacation or modification of any award pursuant to applicable law, and (ii) the parties' right to seek vacation or modification of any award that is based in whole, or in part or an incorrect or erroneous ruling of law by an appeal to an appropriate court having jurisdiction; provided, however, any such application for vacation or modification of an award based on an incorrect ruling of law must be filed in a court otherwise having jurisdiction over the Dispute within sixty (60) days after the date the award is served on the appealing party. An arbitrator's award granting an injunction or specific performance may be judicially enforced.

(i) TIME TO CONDUCT PROCEEDING. To the maximum practicable extent, any arbitration proceeding hereunder shall be concluded within 180 days after the request by the initiating party for arbitration, unless the parties agree in writing to an extension. Arbitration proceedings hereunder shall be conducted in the City and County of San Diego, California.

(j) PROVISIONAL REMEDIES. The filing of a judicial action to enable the recording of a notice of pending action, or for order of attachment, receivership, injunction, or other provisional remedies shall not constitute a waiver of the right to arbitrate under this Paragraph 9.

NOTICE: BY INITIALING 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 INITIALING IN THE SPACE BELOW, YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS SUCH 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.

INITIALED BY LANDLORD: _____

INITIALED BY TENANT: _____

ANNEX 1
TO
EXHIBIT "B"

PROJECT DESCRIPTION AND OUTLINE SPECIFICATION

EXHIBIT C

PROVISIONS RELATING TO CONSTRUCTION
OF THE TENANT IMPROVEMENTS

1. GENERAL.

1.1 Tenant Improvements. All items of work not expressly provided to be done by Landlord in the Landlord Improvement Plans shall be provided by Landlord, at Tenant's sole cost and expense, subject to reimbursement as set forth in this EXHIBIT "C", and are referred to as the "TENANT IMPROVEMENTS" or "TENANT IMPROVEMENT WORK". The Tenant Improvement Work shall include all third party, out of pocket costs and expenses including drawings, plans, specifications, permits, permits fees, application fees, surveys, costs of resubdivision or reparcelization, and all other third party, out of pocket costs and expenses of any type whatsoever incurred as a result of a Building 4 Relocation (the "BUILDING 4 RELOCATION COSTS"). Landlord estimates that the Building 4 Relocation Costs will be approximately $300,000.00 to $450,000.00 depending on which Location Tenant selects. Notwithstanding the fact that the Building 4 Relocation Costs may exceed the estimate contained in the preceding sentence, except to the extent a portion of the Tenant Improvement Allowance (as defined in Paragraph 5.1 below) is applied to the Building 4 Relocation Costs, Tenant shall pay all Building 4 Relocation Costs pursuant to Paragraph 5.1 below. Landlord shall be at no cost whatsoever with respect to a Building 4 Relocation.

1.2 Tenant is solely responsible for designing the Tenant Improvements (subject to Landlord's rights of review and approval set forth in this EXHIBIT "C"). Landlord shall construct the Tenant Improvements in accordance with the provisions of this EXHIBIT "C".

1.3 Landlord's sole interest in reviewing and approving the Space Plans (as defined in Paragraph 3.1 below) and Final Plans (as defined in Paragraph 3.2 below) is to protect Building 4 (as defined in EXHIBIT "B" to this Amendment) and Landlord's interests, and no such review or approval by Landlord shall be deemed to create any liability of any kind on the part of Landlord, or constitute a representation on the part of Landlord or any person consulted by Landlord in connection with such review and approval that the Space Plans or Final Plans are correct or accurate, or are in compliance with any applicable rules or regulations.

1.4 Landlord shall contribute (subject to the terms and conditions set forth in this EXHIBIT "C") the amount specified in Paragraph 5.1 below as the "TENANT IMPROVEMENT ALLOWANCE", towards the costs of designing the Tenant Improvements and performing the Tenant Improvement Work.

1.5 Tenant shall be responsible for all costs of designing the Tenant Improvements and performing the Tenant Improvement Work to the extent such costs exceed the Tenant Improvement Allowance, subject however, to Tenant's right to increase the Tenant Improvement Allowance as set forth in Paragraph 5.1 below.

2. SUBSTANTIAL COMPLETION.

The term "SUBSTANTIALLY COMPLETE" or "SUBSTANTIAL COMPLETION" as used in this EXHIBIT "C" in reference to the Tenant Improvements shall mean completion of construction of the Tenant Improvements in Building 4 pursuant to the Tenant Improvement Plans (as defined in Paragraph 3.2 below) with the exception of any punch list items, the later completion of which will not materially interfere with Tenant's use of Building 4 for the normal conduct of its business.

3. DESIGN AND APPROVAL OF THE TENANT IMPROVEMENTS.

3.1 Space Plans. Tenant shall retain Chapo and Hall Architects, or another architect reasonably approved by Landlord, as its architect ("TENANT'S ARCHITECT") to prepare preliminary space plans ("SPACE PLANS") to be utilized in the preparation of the Final Plans for Building 4. The Space Plans shall show locations of all proposed improvements, including walls, cabinetry, equipment and fixtures, and shall specify the location of any proposed structural floor penetrations, the location and extent of floor loading in excess of building capacity, if any, any special HVAC requirements, the location and description of any special plumbing requirements, and any special electrical requirements. In addition, the Space Plans shall show telephone and telecommunications facilities, and computer and electronic data facilities, to the extent such information is available at the time the Space Plans are prepared. Tenant shall use the Building Plans (as defined in EXHIBIT "B" to this Amendment) in connection with the preparation of its Space Plans. Landlord shall approve or disapprove of the Space Plans by written notice given to Tenant twenty-one (21) days after receipt of the Space Plans. Landlord shall not unreasonably withhold its approval of the Space Plans, provided that, without limiting the generality of the foregoing, Landlord shall be entitled to withhold its consent to the Space Plans if, in Landlord's commercially reasonable judgment, an item or component is disclosed by the Space Plans that: (a) is likely to adversely affect building systems, the structure of Building 4 or the safety of Building 4 and/or its occupants; (b) would violate any governmental regulations (or interpretations thereof); (c) contains or uses hazardous or toxic materials or substances which are not now customarily used in the construction of tenant space improvements in institutionally owned buildings; (d) would materially and adversely affect the exterior appearance of Building 4; or (e) is likely to result in material delays in completion of the Tenant Improvement Work because of unavailability or shortage of labor or materials necessary to perform such work or the difficulties or unusual nature of such work. The foregoing reasons, however, shall not be the only reasons for which Landlord may withhold its approval, whether or not such other reasons are similar or dissimilar to the foregoing. If Landlord disapproves the Space Plans, Landlord shall return the Space Plans to Tenant with a statement of Landlord's reasons for disapproval, or specifying any required corrections and/or revisions. Landlord shall approve or disapprove of any revisions to the Space Plans by written notice given to Tenant within fourteen (14) business days after receipt of such revisions. This procedure shall be repeated until Landlord approves the Space Plans.

3.2 Final Plans. Tenant shall cause Tenant's Architect, in consultation with any engineering consultants designated by Landlord, to prepare and submit for Landlord's approval complete and detailed construction plans and specifications, including a fully coordinated set of architectural, structural, mechanical, fire protection, electrical and plumbing working drawings for the Tenant Improvement Work, in a form which is sufficiently complete to permit subcontractors to bid on the work, obtain all required Permits (as defined in Paragraph 4.2 below) and commence construction (the "FINAL PLANS").

The Final Plans shall identify materials and finishes by location and shall show telephone and telecommunications facilities, and computer and electronic data facilities. The Final Plans shall be consistent with the Space Plans as approved by Landlord. Landlord shall approve or disapprove of the Final Plans by giving written notice to Tenant within fourteen (14) business days after receipt of the Final Plans. Landlord shall not unreasonably withhold its approval of the Final Plans, provided that, without limiting the generality of the foregoing, Landlord shall be entitled to withhold its consent to the Final Plans for any of the reasons specified in Paragraph 3.1 above, or if, in Landlord's good faith judgment, the Final Plans are inconsistent with, or do not conform to, the Space Plans. If Landlord disapproves the Final Plans, Landlord shall return the Final Plans to Tenant with a statement of Landlord's reasons for disapproval and/or specifying any required corrections or revisions. Landlord shall approve or disapprove of any such revisions to the Final Plans within fourteen (14) business days after receipt of such revisions. This procedure shall be repeated until Landlord approves the Final Plans (as so approved, the "TENANT IMPROVEMENT PLANS").

4. CONSTRUCTION OF TENANT IMPROVEMENTS.

4.1 Contracts with Tenant's Contractor and Subcontractors. Following Landlord's approval of the Final Plans, Landlord shall enter into a fixed price construction contract (the "TI CONTRACT") Reno Contracting or such other general contractor as may be reasonably acceptable to Landlord and Tenant (the "TI CONTRACTOR").

4.2 Permits. Landlord shall obtain all building permits and other permits, authorizations and approvals which may be required in connection with, or to satisfy all rules or regulations applicable to, the construction of the Tenant Improvements in accordance with the Tenant Improvement Plans (the "PERMITS"). Any amendments or revisions to the Tenant Improvement Plans that may be necessary to obtain any such Permits, or which may be required by city officials or inspectors to comply with code rulings or interpretations, shall be prepared by Tenant's Architect, at Tenant's expense (provided that, to the extent funds are available, such expense may be reimbursed from the Tenant Improvement Allowance), and submitted to Landlord for Landlord's review and approval under Paragraph 3.2 above, as a modification of the Final Plans. If Landlord disapproves of such amendments or revisions, Landlord shall return the same to Tenant with a statement of Landlord's reasons for disapproval, or specifying any required corrections. This procedure shall be repeated until Landlord approves the amendments or revisions and all Permits have been obtained for the Tenant Improvement Plans, as so amended.

4.3 Fixturization Period. Landlord shall use commercially reasonable efforts to complete the Tenant Improvement Work within seventy-five (75) days after Substantial Completion (as defined in EXHIBIT "B" to this Amendment) of Building 4 (the "FIXTURIZATION PERIOD").

4.4 Construction. Landlord shall supervise the Tenant Improvement Work and shall endeavor in good faith to secure the completion of the Tenant Improvement Work in a timely manner. The Tenant Improvement Work shall be constructed in substantial accordance with the Tenant Improvement Plans, in a good, workmanlike and lien free manner and in conformance with applicable building codes. The cost of the Tenant Improvement Work shall be paid as provided in Paragraph 5 below.

4.5 Punch List Procedure. Within ten (10) business days after Substantial Completion of the Tenant Improvements, Tenant shall prepare a list (the "TI PUNCH LIST") of any deficiencies or

uncompleted work regarding any of Tenant Improvements. Landlord shall correct such deficiencies or uncompleted work within a reasonable period of time, but in no event later than sixty (60) days after receipt of the TI Punch List, provided that such items are Landlord's responsibility in accordance with the Tenant Improvement Plans, after which Landlord shall have no further obligation to alter, change, decorate or improve the Tenant Improvements, whether to adapt the same for the use for which Building 4 is leased or for any other purpose, except to the extent expressly set forth in the Lease. The existence of such deficiencies or uncompleted work shall not affect Tenant's obligation to accept Building 4 as otherwise required under this EXHIBIT "C" or this Amendment. In performing any work required of Landlord by this Paragraph 4.5, Landlord shall use commercially reasonable efforts not to unreasonably interfere with Tenant's operations in Building 4.

5. RESPONSIBILITY FOR DESIGN AND CONSTRUCTION COSTS.

5.1 Tenant Improvement Allowance. Landlord will contribute to the cost of performing the Tenant Improvement Work, as depicted on the Tenant Improvement Plans, to the extent of the lesser of (a) One Million Five Hundred Sixty Thousand and No/100 Dollars ($1,560,000.00) (calculated at the rate of $26.00 per rentable square foot in Building 4) or (b) the actual cost for such work as set forth in the TI Contract (the "TENANT IMPROVEMENT ALLOWANCE"). The Tenant Improvement Allowance may be increased, upon written request by Tenant, by a maximum of Six Hundred Thousand and No/100 Dollars ($600,000.00) (calculated at the rate of $10.00 per rentable square foot in Building 4). Any such increase in the Tenant Improvement Allowance shall be fully amortized over the Term, as extended by this Amendment, at seven percent (7%) per annum and payable by Tenant, as additional rent, together with Tenant's monthly payment of Base Rent. For example, if Tenant uses the entire $10.00 per rentable square foot and Building 4 is deemed to contain 60,000 rentable square feet, the amount payable by Tenant would be $6966.51 per month. Tenant shall pay all costs in excess of the Tenant Improvement Allowance (as the same may be increased as set forth above, i.e. all Tenant Improvement costs in excess of $36.00 per rentable square foot in Building 4) for the design and construction of the Tenant Improvements ("TENANT'S CONTRIBUTION"), as established by the TI Contract. Tenant shall pay Tenant's Contribution to Landlord upon the Amendment Commencement Date. During the construction of the Tenant Improvements, Landlord shall make disbursements of the Tenant Improvement Allowance (and Tenant's Contribution, if applicable) for the benefit of Tenant and shall authorize the release of monies for the benefit of Tenant as specified in this Paragraph 5. Except as otherwise specified in this EXHIBIT "C", the Tenant Improvement Allowance (and Tenant's Contribution, if applicable) may be applied only to the payment or reimbursement of: (i) Tenant's costs of preparing the Space Plans, the Final Plans and the Tenant Improvement Plans; (ii) payments to the TI Contractor; (iii) costs of obtaining building permits for the Tenant Improvements; (iv) the Building 4 Relocation Costs; and (v) other documented costs of labor and materials incorporated into the Tenant Improvements (including cabling costs, but excluding free-standing furnishings, fixtures, equipment and other personal property).

5.2. Unused Tenant Improvement Allowance. No portion of any unused Tenant Improvement Allowance shall be credited toward the payments due from Tenant for Base Rent and Additional Rent, but shall be added to the Refurbishment Allowance.

6. CHANGE ORDERS.

Landlord will not unreasonably withhold its approval of (a) any request by Tenant to amend or change the Tenant Improvement Plans, or (b) any change or amendment to the Tenant Improvement Plans that may be necessary to obtain any Permits, or which may be required by city officials or inspectors to comply with code rulings or interpretations (any of the foregoing, a "CHANGE ORDER"), provided such Change Order does not diminish the quality of construction of the Tenant Improvements. Landlord shall not withhold its approval of a Change Order which is in an amount less than Fifty Thousand and No/100 Dollars ($50,000.00). For purposes of determining whether a Change Order exceeds the threshold set forth in the preceding sentence, two (2) or more Change Orders related to the same subject matter change in the Tenant Improvement Work shall be deemed to constitute a single Change Order. Landlord shall approve or disapprove any Change Order for which Landlord's consent is required within five (5) business days after receipt thereof or it shall be deemed approved. Without limiting the generality of the foregoing, however, Tenant acknowledges that it shall not be unreasonable for Landlord to withhold consent to any Change Order if any of the circumstances listed in Paragraphs 3.1(a) through 3.1(e) of this EXHIBIT "C" apply. No material changes or modifications to the Tenant Improvement Plans shall be made unless by written Change Order signed by Landlord and Tenant. Tenant shall pay all costs attributable to Change Orders as a component of Tenant's Contribution on the Amendment Commencement Date; provided, however, that Tenant may apply, to the extent available, the Tenant Improvement Allowance against the cost of Change Orders.

7. ARBITRATION OF DISPUTES.

7.1 Agreement to Arbitrate. Unless otherwise provided in this EXHIBIT "B", any dispute arising from or relating to this EXHIBIT "C" shall be settled by arbitration as provided in this Paragraph 7. The submission to binding arbitration in accordance with the provisions of this Paragraph 7 shall be the sole and exclusive method, means, and procedure to resolve any and all disputes, claims, or controversies of any kind, whether in contract or in tort, statutory or common law, legal or equitable, or otherwise ("DISPUTE"), now existing or hereafter arising between the parties in any way arising out of, pertaining to, or in connection with (a) this EXHIBIT "C", or any related agreement, document, or instrument (collectively, the "DOCUMENTS"); (b) any incidents, omissions, acts, practices, or occurrences causing injury to either party whereby the other party or its agents, employees, or representatives may be liable, in whole or in part, and which relate in any manner to the Documents or the transactions contemplated therein; or (c) any aspect of the past or present relationships of the parties with respect to the Documents or the transactions contemplated therein. Any party to a Dispute may, by summary proceedings, bring action in court to compel arbitration of any Dispute. This Paragraph 7.1 shall under no circumstances be deemed to require the submission to binding arbitration of any dispute, claim or controversy between Landlord and Tenant arising out of or related to the Lease, but not related to the Documents.

7.2 Arbitration Rules. The arbitration shall be conducted in accordance with the Arbitration Rules for the Real Estate Industry (the "AAA RULES") of the American Arbitration Association (the "AAA"), except to the extent modified here. In the event of any conflict, the terms of this Paragraph 7 shall supersede and control the AAA Rules.

7.3 Right to Discovery. The parties shall have the right to discovery in accordance with Section 1283.05 of the California Code of Civil Procedure.

7.4 Qualifications of Arbitrators. All arbitrators shall be retired judges, practicing attorneys licensed to practice law in the State of California with at least 15 years in practice, practicing engineers licensed in the State of California with at least 15 years in practice, or practicing architects licensed in the State of California with at least 15 years in practice, and all such arbitrators shall have expertise in the issues which are the subject of the Dispute. No arbitrator shall have represented any party to the Dispute within the preceding 10 years.

7.5 Number of Arbitrators. Unless Landlord and Tenant otherwise agree, the Dispute shall be arbitrated by a panel of three arbitrators if the amount in controversy exceeds $500,000. All other Disputes shall be arbitrated by a single arbitrator.

7.6 Scope of Arbitrator's Powers. The arbitrator may grant any remedy not excluded by this EXHIBIT "C" or the Lease that the arbitrator deems just and equitable, including without limitation injunctions and specific performance. The arbitrator may also grant such ancillary relief as is necessary to make effective the award; provided, however, in no event shall the arbitrator award punitive damages. To the extent permitted by applicable law, the arbitrator shall have the power to award all legal expenses (including, but not limited to, attorney's fees, administrative fees, arbitrator's fees, and other professional fees and expenses) to the prevailing party; provided, however, the award or potential award of legal expenses shall not be considered in determining the amount in controversy for the purposes of determining the appropriate number of arbitrators for the Dispute. The arbitrator shall have the power to impose sanctions and to take such other actions as the arbitrator deem necessary to the same extent a judge could pursuant to the California Rules of Court and applicable law.

7.7 Arbitrator Required to Apply Law. The arbitrator shall resolve all aspects of any Dispute in accordance with the applicable substantive and procedural law. The arbitrator shall make specific, written findings of fact and conclusions of law. The findings of fact by the arbitrator shall be binding upon all parties and shall not be subject to further review, except as otherwise allowed by applicable law.

7.8 Judgment on Award. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction subject to (i) the parties' statutory right to seek vacation or modification of any award pursuant to applicable law, and (ii) the parties' right to seek vacation or modification of any award that is based in whole, or in part or an incorrect or erroneous ruling of law by an appeal to an appropriate court having jurisdiction; provided, however, any such application for vacation or modification of an award based on an incorrect ruling of law must be filed in a court otherwise having jurisdiction over the Dispute within sixty (60) days after the date the award is served on the appealing party. An arbitrator's award granting an injunction or specific performance may be judicially enforced.

7.9 Time to Conduct Proceeding. To the maximum practicable extent, any arbitration proceeding hereunder shall be concluded within 180 days after the request by the initiating party for arbitration, unless the parties agree in writing to an extension. Arbitration proceedings hereunder shall be conducted in the City and County of San Diego, California.

7.10 Provisional Remedies. The filing of a judicial action to enable the recording of a notice of pending action, or for order of attachment, receivership, injunction, or other provisional remedies shall not constitute a waiver of the right to arbitrate under this Paragraph 7.

NOTICE: BY INITIALING 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 INITIALING IN THE SPACE BELOW, YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS SUCH 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.

INITIALED BY LANDLORD: _____

INITIALED BY TENANT: _____

Exhibit 31.1

CERTIFICATION OF CHIEF EXECUTIVE OFFICER

I, Mark D. Dankberg, certify that:

1. I have reviewed this quarterly report on Form 10-Q of ViaSat, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) for the registrant and have:

   a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   c) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 10, 2004

/s/ Mark D. Dankberg

Mark D. Dankberg
Chief Executive Officer

CERTIFICATION OF CHIEF FINANCIAL OFFICER

I, Ronald G. Wangerin, certify that:

1. I have reviewed this quarterly report on Form 10-Q of ViaSat, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) for the registrant and have:

   a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   c) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 10, 2004

/s/ Ronald G. Wangerin

Ronald G. Wangerin
Chief Financial Officer

Exhibit 32.1

CERTIFICATION OF CHIEF EXECUTIVE OFFICER

Pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, the undersigned officer of ViaSat, Inc. (the "Company") hereby certifies, to such officer's knowledge, that:

(a) the accompanying Quarterly Report on Form 10-Q of the Company for the quarterly period ended July 2, 2004 (the "Report") fully complies with the requirements of Section 13(a) or Section 15(d), as applicable, of the Securities Exchange Act of 1934, as amended; and

(b) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: August 10, 2004

/s/ Mark D. Dankberg

Mark D. Dankberg
Chief Executive Officer

CERTIFICATION OF CHIEF FINANCIAL OFFICER

Pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, the undersigned officer of ViaSat, Inc. (the "Company") hereby certifies, to such officer's knowledge, that:

(a) the accompanying Quarterly Report on Form 10-Q of the Company for the quarterly period ended July 2, 2004 (the "Report") fully complies with the requirements of Section 13(a) or Section 15(d), as applicable, of the Securities Exchange Act of 1934, as amended; and

(b) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: August 10, 2004

/s/ Ronald G. Wangerin

Ronald G. Wangerin
Chief Financial Officer

The foregoing certifications are being furnished solely to accompany the Report pursuant to 18 U.S.C. Section 1350, and are not being filed for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, and are not to be incorporated by reference into any filing of the Company, whether made before or after the date hereof, regardless of any general incorporation language in such filing.

A signed original of this written statement required by Section 906 has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.