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OFFICE LEASE

Signed

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OFFICE LEASE AGREEMENT

See Attachment - by General Partners

THIS LEASE AGREEMENT entered into this 10th day of April 1990 by and between Coachman Downtown Center Associates, A Florida General Partnership whose address is 15 South Lincoln Ave. Clearwater, Fl. 34616 and Church of Scientology Flag Service Org., Inc. whose address is 118 North Fort Harrison Ave. Clearwater, Fl. 34615 hereinafter called "Landlord" and hereinafter called "Tenant"

WITNESSETH:

1. PROPERTY LEASED

* See Rider 1

(a) The Landlord for and in consideration of the rents, covenants and agreements hereinafter specified to be paid, kept and performed by the Tenant, hereby leases to the Tenant and the Tenant hereby leases from the Landlord the office space located in the project known as The Coachman Building (the "building"), and located in Clearwater, Florida, which office space is described as approximately * rentable square feet on the * floor of the building and known as Suite * as more fully described in Exhibit "A" attached hereto and incorporated herein by reference. (The office space leased to Tenant in the building is herein sometimes referred to as "the leased premises" or "the premises".) The leased premises shall not be deemed to include any easements or rights for light, view, air rights or other similar easements or rights.

(b) Exhibit "A" and all other exhibits and schedules referred to in this Agreement are incorporated herein by reference. Exhibit "A" is solely for the purpose of approximate locations of premises in building. (c) The Tenant's rights under the terms of this lease are subject to easements, encumbrances and restrictions of record, zoning and governmental restrictions applicable to the building.

(d) The Tenant shall have the exclusive right to possession of the leased premises during the term hereof subject to the terms and conditions of this lease.

2. TERM AND POSSESSION.

** See Rider 2

(a) Subject to the terms and conditions hereof, the lease term shall commence May 1, 1990. The lease term shall expire at midnight on April 30, 1992, (this period is herein called "the term"), unless otherwise terminated as herein provided.

(b) Notwithstanding any other provision hereof, the term shall not commence until the leased premises are ready for occupancy. The leased premises shall be conclusively deemed ready for occupancy five (5) days after the Landlord has notified the Tenant that:

- (i) A temporary or final certificate of occupancy for the building, if applicable, has been issued by the appropriate authorities;
(ii) The architect in charge, if any, has delivered his certificate of completion of the building, if applicable, to the Landlord; and

(iii) All installations, construction, decorations and other work to be done by the Landlord under the terms of this lease have been substantially completed. (The Landlord agrees that minor mechanical or other adjustments shall be made as promptly after occupancy as possible.)

(c) "Lease year" as used throughout this Agreement shall mean a calendar year, or the portion thereof covered by this Agreement.

(d) Possession of the leased premises shall be given on the date this lease term commences ("Commencement Date"). Failure of Tenant to take possession of the leased premises within ten (10) days of Landlord's notice as described above shall be deemed a default of this lease by Tenant.

(e) If the Landlord is unable to deliver possession of the leased premises by 10- as such date is extended due to "Tenant Delays" as hereinafter defined, for any reason, including but not limited to holding over of a prior tenant, or the failure to have the leased premises ready for occupancy, there shall be no extension of the lease thereby and the Landlord shall have no liability to Tenant for direct, consequential or other damages, however, the obligations of the Tenant hereunder shall abate until possession is delivered and the Tenant shall have the right to cancel this lease after the above date and prior to delivery of possession upon written notice to the Landlord delivered within thirty (30) days after said date and upon such cancellation Landlord and Tenant shall each be released and discharged from liability under this lease and all sums paid by Tenant to Landlord shall be promptly refunded less any sums owed to Landlord by Tenant.

(f) The foregoing notwithstanding, in the event that Tenant shall request that possession of the leased premises be given to Tenant prior to the date on which Landlord gives the notice described above, then Landlord, in Landlord's sole discretion, may give early possession of the leased premises to Tenant in which event the date of the taking of such early possession by Tenant shall be deemed the Commencement Date, and in such event the lease term shall be deemed to have begun on such date and all rental and other sums due under the terms of this lease from Tenant shall begin to accrue as of such date. Prior to taking such early possession of the leased premises, Tenant shall execute an agreement in form and substance satisfactory to Landlord whereby Tenant releases Landlord from and agrees to hold Landlord harmless against any and all actions, injury, expense, damage, cost or claim arising directly or indirectly from the taking of early possession by Tenant and whereby Tenant agrees not to interfere with the completion of construction of the building and leased premises by Landlord. Tenant.

(g) Upon the expiration or other termination of this lease, the Tenant shall quit and surrender the leased premises broom-swept clean, in the same condition as at the commencement of the initial term, normal wear and tear only excepted.

USE OF PREMISES.

*** See Rider 3

(a) The leased premises shall be used by Tenant for office and related purposes and no other purpose. Without limitation, the leased premises shall not be used by Tenant for retail sales or for any illegal purposes or in violation of any applicable regulation of any governmental body, or in any manner to create any nuisance or trespass, or to vitiate any insurance or increase the rate of insurance on the leased premises or the building. Tenant agrees to comply with all governmental rules, regulations, decrees or requirements applicable to the use and occupancy of the leased premises. Tenant shall not do or permit anything to be done in or about the leased premises which will obstruct or interfere with the rights of other tenants in the building, to include without limitation, the making of excessive noise or unusual or offensive odors or fumes. If Tenant receives notice of any claim of violation of any law, rule or regulation applicable to the leased premises, Tenant shall give prompt notice thereof to Landlord. A breach of any of the covenants contained in this paragraph 3 shall be deemed a default of this lease by tenant and Landlord shall have all rights and remedies with respect thereto as with respect to a default of this lease.

(b) The Landlord reserves the right from time to time to make, modify and revoke reasonable rules and regulations applicable to the building. The Tenant agrees to abide thereby upon notice thereof from Landlord. Making rules, modifications or revocation of existing or additional rules shall not be deemed an amendment of this lease but the same shall be effective upon notice thereof to Tenant by Landlord; and the failure to comply therewith shall be a default of Tenant under the terms of this lease. The initial rules and regulations are attached hereto as Exhibit "C" and made a part hereof.

Changes in said rules and regulations must be accepted by Tenant in writing and such acceptance shall not be unreasonably withheld.

4. RENT.

(a) Rent shall be paid to Landlord at Landlord's address as given in this lease, unless Landlord designates another place. The rent for the leased premises shall be as provided in this paragraph and shall be paid in equal monthly installments due on the first day of each month without abatement, deduction or setoff for any reason except as specifically provided in this lease.

(b) During the term of this lease, subject to adjustment as hereinafter described, the Tenant shall pay the Landlord as "basic annual rent" the fixed sum of \$ _____ annually, due and payable as follows:

- (i) \$ _____ upon the execution hereof; * See Rider 4
- (ii) \$ _____ upon commencement of the lease term; and
- (iii) \$ _____, subject to adjustment as hereinafter defined, each month of the lease term. Basic annual rent for a period of less than one (1) month shall be prorated on a daily basis and due together with the next monthly payment of basic annual rent, if any, or if not, on demand.

(iv) In the event that any monthly payments of basic annual rent or additional rent are from time to time not made on the date due as required by the terms of this lease, then in addition to all other rights and remedies of Landlord existing under the terms of this lease or otherwise with respect to any such late payment, Landlord shall have the right from time to time to collect from Tenant a late payment penalty in the amount of \$100.00 for each five (5) day period thereafter that each such rent or additional rent payment is delinquent until each such payment of rent or additional rent and all late payment penalties due under the terms of this lease with respect thereto have been paid in full, such that, by way of example, if a monthly payment of basic annual rent is not paid by midnight of the fifth (5th) day following the due date thereof, the amount of the penalty with respect to such late payment of rent shall be \$100.00, and if such rent and said penalty are not paid by midnight of the tenth (10th) day following the due date of the subject payment of basic annual rent, the amount of the penalty with respect to such late payment of rent shall be \$200.00, and so forth.

(c) In addition to the monthly payments of basic annual rent due as described in (b) above, Tenant shall also pay to Landlord, together with the monthly payments of basic annual rent, as additional rent, monthly payments of the estimated amount of Tenant's share of the Building's Operating Cost, determined from time to time in accordance with paragraph 5 of this lease. The initial amount of the payments due Landlord from Tenant for payments of basic monthly rent and Building's Operating Cost, subject to adjustment pursuant to the provisions of this lease, and not including any sales or use tax that may be due thereon, is as follows:

- (i) Basic Monthly Rent \$ _____
- (ii) Building's Operating Cost \$ _____
- Total \$ _____

(d) Commencing with an initial adjustment effective on January 1, 19____, and continuing with adjustments effective on January 1st of each lease year thereafter during the term of this lease ("Adjustment Date"), the basic annual rent due under the provisions of paragraph 4(b) of this lease shall be adjusted annually. The amount of each adjustment shall be determined by multiplying the annualized amount of the basic annual rent for the lease year immediately preceding the applicable Adjustment Date by _____. The adjustment amount shall be added to the annualized amount of the basic annual rent for the said immediately preceding lease year and the resulting sum shall be the basic annual rent for the subject lease year which begins with the Adjustment Date. In the event of any delay in establishing the adjustment, the Tenant shall continue to pay the monthly installments of rent as established until the adjustment is determined, and in such event the adjustment shall be retroactive to the appropriate Adjustment Date and any rent due because of such adjustment shall be due upon Landlord's demand therefor. In the event that the lease year immediately preceding the first Adjustment Date is less than twelve (12) months long, the respective adjustment shall be computed by annualizing the basic annual rent for such short lease year and using the figure which would have been the amount of basic annual rent paid during such short lease year if it had been twelve (12) months long.

(e) The acceptance by the Landlord of monies from the Tenant as rent or other sums due shall not be an admission of the accuracy or the sufficiency of the amount of such rent or other sums due nor shall it be deemed a waiver by Landlord of any right or claim to additional or further rent or other sums due.

(f) Tenant shall be liable to pay any and all sales, privilege, use, rental or similar tax due with respect to any rent, additional rent or other sums paid by Tenant under the terms of this lease, which sums shall be due together with the monthly payments of basic annual rent or otherwise on Landlord's demand, and which sums shall include without limitation Florida Sales Tax currently figured at a rate of 5%, which shall be due to Landlord together with each monthly payment of basic annual rent. * See Rider 5

5. OPERATING COSTS. As further additional rent, and in addition to all other charges and sums due Landlord from Tenant under the terms of this lease, to include, without limitation, basic annual rent and additional rent due under the terms of paragraph 4 above, Tenant shall pay to Landlord Tenant's proportional share of the Building's Operating Cost, as hereinafter defined, which proportional share shall be calculated on a pro rata basis based upon the ratio of the rentable area of the leased premises to the total rentable area of the building. For the purpose of this paragraph, the "Building's Operating Cost" shall mean those items of cost and expense paid or incurred by, or on behalf of, Landlord for management, maintenance or operation of the building, related improvements (including without limitation parking facilities), adjacent sidewalks, the grounds upon which the building is located, and the personal property of Landlord used in the operation of the building, including but not limited to:

- (i) All wages, salaries, bonuses and fees along with related taxes, insurance benefits and other fringe benefits and reimbursable expenses of Landlord's servants, agents and employees engaged in the management, maintenance or operation of the building;
- (ii) The cost of all operations, management, maintenance, inspection, repairs, cleaning, painting of corridors, public restrooms and other public and common areas, replacements, upkeep and servicing of the building and the equipment therein, including all supplies, equipment, tools and materials used therein and service contracts (including but not limited to alarm service, window cleaning, pest control, elevator and janitorial services) to include without limitation costs of replacing carpets, furnishings and decorations in the corridors, public restrooms and other public and common areas of the building;
- (iii) The cost of water, electricity, power, fuel, sewage, garbage and waste paper removal and all other utilities;
- (iv) All premiums and other charges with respect to all insurance, including without limitation liability, hazard and flood insurance;
- (v) All taxes and assessments and governmental charges and fees imposed upon the building and Landlord's property used therein or the land on which the building and allied facilities or improvements are situated, together with the allied facilities or improvements thereon (including without limitation any real estate, personal property, occupancy, gross receipts or rental taxes paid by Landlord, but not including income or franchise tax or any other taxes imposed or measured by Landlord's income or profits unless the same is in lieu of real estate taxes);
- (vi) The management fee paid to any third part management company managing the building for the Landlord;
- (vii) Amortization, with interest, of capital expenditures made by Landlord after completion of the building where such expenditures are for labor or energy saving devices or materials where such capital improvement reduces the Building's Operating Cost;
- (viii) All grounds keeping costs and costs of maintenance and necessary replacement of landscaping;
- (ix) All trash, rubbish, garbage and other refuse removal costs and charges;
- (x) Periodic payments made to a fund established by Landlord to pay the cost of replacing the machinery and equipment used in such management, maintenance and operation.

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(xi) All costs of providing and maintaining private police, guards and other types of security and protection in and about the building.

(xii) Fifteen percent (15%) of all Building's Operating Cost other than that described in this subparagraph (xi), which sum shall be collected for the purpose of covering Landlord's administrative and overhead costs relating to such management, maintenance and operation.

Provided, however, that the following shall be excluded from the term "Building's Operating Cost": (i) expenses for any capital improvements made to the building, except as provided in paragraph 5(vii) of this lease; (ii) expenses for repairs or other work occasioned by fire, windstorm or other insured casualty; (iii) expenses incurred in leasing or procuring new tenants (e.g. for lease commissions, advertising expenses and expenses incurred renovating space for new tenants); (iv) legal expenses in enforcing the terms of any lease; and (v) interest or amortization payments on any mortgage or mortgages.

As an estimated payment of Tenant's share of the Building's Operating Cost, Tenant will initially pay to Landlord a sum equal to _____ Dollars (\$ _____) per month, such additional payment to be made simultaneously with the monthly payments of the basic annual rent. After the end of each lease year, or such shorter accounting period as Landlord may determine in Landlord's sole discretion, Landlord shall deliver to Tenant a statement showing the amount of the Building's Operating Cost for the subject period, and further showing Tenant's share thereof. Such determination made in good faith by Landlord and not patently erroneous shall be binding. In the event the total monthly payments made by Tenant for the Building's Operating Cost, as described above, for the subject period exceeds Tenant's proportionate share for such period, then Landlord will apply any such overage towards the next succeeding monthly payments of the Building's Operating Cost due from Tenant. In the event the total of such monthly payments made by the Tenant for the subject period are less than Tenant's proportionate share for such period, then Tenant shall pay any such deficiency to Landlord immediately upon demand and the monthly payments for the succeeding period will be increased so that the total of the monthly payments for such period will equal Tenant's proportionate share for the preceding period.

6. INTEREST ON DELINQUENT SUMS. In the event that any sum due under the terms of this lease to Landlord from Tenant, to include without limitation basic annual rent or additional rent, is not paid when due according to the terms of this lease, such sum shall bear interest for the benefit of Landlord from the date due until paid in full at a rate equal to the maximum rate of interest allowed to be contracted for by applicable law as changed from time to time, or in the event no specific maximum rate is applicable, at the rate of 25% per annum.

7. DOLLARS. All references herein to any sums of money, and all requirements under the terms of this lease for the payment of any sums of money, shall be deemed to refer to the currency of the United States of America, and all Landlord's options must be made either in legal tender or certified funds.

8. SECURITY DEPOSIT. Prior to occupancy, Tenant will pay to Landlord, as security deposit, the sum of * See Rider 6 Dollars (\$ _____) During the term of this lease Landlord may hold such sums without interest to Tenant and may co-mingle such sums with Landlord's other funds to be used for any purpose whatsoever determined by Landlord. Provided that Tenant is not then in default of any term or condition of this lease, such deposit is refundable to Tenant within thirty (30) days following satisfactory completion of the term of this lease, and further provided that no defective conditions with respect to the leased premises, other than normal wear and tear, are left unrepaired by Tenant and provided that Tenant does not owe Landlord any debts. Any sums owed Landlord by Tenant may be offset by Landlord against the said security deposit. Any portion of said deposit not required to reimburse Landlord for Landlord's expense in repairing defective conditions caused by Tenant or for paying amounts owed by Tenant to Landlord shall be refunded to the Tenant as provided above.

9. SERVICE AND UTILITIES. (a) The Landlord hereby covenants that it will, during the period from 8:00 a.m. to 6:00 p.m., Mondays through Fridays inclusive, and 8:00 a.m. to 1:00 p.m. on Saturdays, excluding legal holidays ("business hours"), furnish elevator service, air conditioning and heat in its judgment sufficient to reasonably cool or heat the leased premises. Landlord agrees to allow Tenant access to the leased premises during non-business hours and to provide such elevator service, and reasonable heat and air conditioning during non-business hours, provided that Tenant gives Landlord reasonable advance written notice of the date and time such items are required by Tenant and provided that Tenant pays to Landlord within thirty (30) days after receipt of Landlord's invoice therefor Landlord's charges for providing such items during non-business hours according to a schedule of costs which Landlord may promulgate from time to time. Subject to the terms and conditions of this lease, Landlord will cause the leased premises to be cleaned and generally cared for by its janitor in accordance with the standards of the building, will provide for water reasonably used on the leased premises, will furnish standard 110 volt electric current to the leased premises for lighting and small business machine purposes only, such as electric typewriters, adding, small calculating machines and personal type micro-computer equipment. In the event that electric current other than standard 110 volt electrical current or installation for electronic data processing type equipment other than personal type micro-computers or any other equipment requiring electrical current in excess of that required for normal lighting and small business machine purposes is required by Tenant, or in the event that any other equipment, process or machinery of Tenant requires additional utilities, either in type or amount, beyond those reasonably anticipated by Landlord to be necessary for use of the leased premises as office space, the cost of all necessary installation and additional wiring, piping and other related costs, as well as the cost of additional utility services shall be at the expense of the Tenant and the installation and use thereof shall require the Landlord's prior written consent. Any modifications of this lease concerning service and utilities which apply with respect to the leased premises shall be contained in an addendum to this lease. Landlord will not supply natural gas, oil, kerosene or other similar utility services. ** See Rider 7

is provided for in Rider 7

as provided for in Rider 7

(b) The Landlord may interrupt or suspend the supply of any service or utility to the leased premises when deemed necessary by Landlord by reason of accident, emergency, repairs, alterations, replacements or improvements, which, in the judgment of the Landlord, are desirable or necessary to be made to the leased premises or the building. The Landlord shall have no responsibility or liability for failure to supply such services or utilities during such period or when prevented from doing so by strikes, accidents or by any cause beyond the Landlord's control, or by laws, orders or regulations of any federal, state or municipal authority or the failure of any public utility or other supplier of such services to provide them for the Tenant. There shall be no abatement in rent because of any such interruption or suspension, provided that the Landlord shall act with reasonable diligence. ** See Rider 7

10. ASSIGNMENT; SUBLET. Tenant may not, without the prior written consent of the Landlord, which consent shall not be unreasonably withheld, assign this lease or any interest thereunder, or sublet the leased premises or any part thereof, or permit the use of the leased premises by any party other than the Tenant and Tenant's agents, servants, employees and customers. Tenant acknowledges that Landlord will not consent to any subletting which would result in the rent and additional rent to be paid by the subtenant being less than the amount due Landlord from Tenant for the subject period with respect to the subleased space, and Landlord's failure to grant such consent for such reason shall not be considered an unreasonable withholding of consent by Landlord. Consent to one assignment or sublease or use shall not destroy or waive this provision and all other assignments, subleases, and uses shall likewise be made only with the prior written consent of the Landlord. Subtenants, assignees or users shall become liable to the Landlord for all the obligations and liabilities of the lease without relieving the Tenant from such obligations and liabilities. For purposes of this lease, and without limitation, the transfer of a controlling interest in Tenant, (without limitation, transfer of a controlling interest shall include a transfer of a majority of the voting capital stock of Tenant if Tenant is a corporation, or the transfer of a majority of the partnership interest of Tenant (either limited partnership interests or general partnership interests or both)) if Tenant is a partnership shall be deemed an assignment of the lease by Tenant for purposes of this paragraph.

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11. DEFAULT OF TENANT.

(a) Remedies of Landlord for Noncompliance. In the event that (i) the rent and other sums due Landlord under the terms of this lease from Tenant, to include without limitation, basic annual rent and all sums characterized as additional rent, are not paid at the time and place when and where due, or (ii) the leased premises shall be abandoned or vacated, or (iii) the Tenant shall fail to comply with any term, provision, condition or covenant of this lease or of any of the rules and regulations now or hereafter established for the government of the building, or (iv) any petition is filed by or against Tenant under any section or chapter of the United States Bankruptcy Code as amended, or (v) Tenant shall become insolvent or make a transfer in fraud of creditors, or (vi) Tenant shall make an assignment for the benefit of creditors, or (vii) a receiver is appointed for a substantial part of the assets of Tenant, and Tenant does not cure such default or such defaults within ten (10) days after written notice thereof from the Landlord to the Tenant specifying the default, then Landlord shall have the option to proceed according to one or more of the following courses of action:

in the event said default has not been cured with 7 days of Tenant's (i) Terminate this lease in which event Tenant shall immediately surrender the leased premises to Landlord, but if Tenant shall fail to do so, Landlord may, without further notice and without prejudice to any other remedy Landlord may have for possession or arrearages in rent, enter upon the leased premises and expel or remove Tenant and its effects, by force if necessary, without being liable to prosecution or any claim for damages therefor, and Tenant agrees to indemnify Landlord for all loss and damage which Landlord may suffer by reason of such termination, whether through inability to relet the leased premises, or through decrease in rent, or otherwise; and or

(ii) Declare the entire amount of the sums which would become due and payable from Tenant during the remainder of the term of this lease to be due and payable immediately in full, in which event, Tenant agrees to pay the same at once, together with all rents theretofore due, at Landlord's address as provided herein, provided, however, that such payment shall not constitute a penalty or forfeiture or liquidated damages, but shall merely constitute payment in advance of such sums for the remainder of the said term. The sums to be paid under the terms of this paragraph 13(a)(ii) shall include without limitation, all basic annual rent and additional rent. Basic annual rent shall be paid including all increases in the amount thereof due to adjustments to be made under the provisions of paragraph 4(d) of this lease during the remainder of the term of this lease. Additional rent with respect to which Tenant is then making periodic payments shall be computed at the rates therefor in effect as of the date of Landlord's declaration under the terms of this paragraph 13(a)(ii). In the event that subsequent or additional rent is determined to be due Landlord, Tenant shall pay such sums immediately upon demand. In the event that as a result of subsequent determinations it is determined that Landlord has been paid an overage in rent or additional rent, Landlord shall hold such overage without interest and shall apply such sums against any rent or additional rent subsequently determined to be due Landlord from Tenant, and in the event any such excess funds remain in Landlord's possession at the end of the term such sums less any sums due Landlord from Tenant for any reason shall be paid to Tenant. The acceptance of such payment by Landlord shall not constitute a waiver of any failure of Tenant thereafter occurring to comply with any term, provision, condition or covenant of this lease and in the event that Landlord shall elect to terminate this lease for any subsequent default of its terms or conditions by Tenant which gives Landlord the right to effect such termination, all sums which have been paid to Landlord under the terms of this paragraph prior to the date of such termination by Landlord may, at Landlord's option, be retained by Landlord as liquidated damages for Tenant's subsequent default, it being agreed that Landlord's actual damages in such event are not capable of determination and that such retained sums are a reasonable determination of the amount thereof, and or

(iii) Enter the leased premises as the agent of the Tenant, by force if necessary, without being liable to prosecution or any claim for damages therefor, and relet the leased premises as the agent of the Tenant, and receive the rent therefor, and the Tenant shall pay the Landlord any deficiency between such rents received by Landlord and the sums due under the terms of this lease that may arise by reason of such reletting on demand at the office of the Landlord, and or

(iv) As agent of the Tenant, do whatever the Tenant is obligated to do by the provisions of this lease and may enter the leased premises, by force if necessary, without being liable to prosecution or any claims for damages therefor, in order to accomplish this purpose. The Tenant agrees to reimburse the Landlord immediately upon demand for any expenses which the Landlord may incur in thus affecting compliance with this lease on behalf of the Tenant, and the Tenant further agrees that the Landlord shall not be liable for any damages resulting to the Tenant from such action, whether caused by the negligence of the Landlord or otherwise.

Pursuit by Landlord of any of the foregoing remedies shall not preclude the pursuit of any of the other remedies herein provided of any other remedies provided by law, equity or agreement.

No act or thing done by the Landlord or its agents during the term hereby granted shall be deemed an acceptance of a surrender of said leased premises and no agreement to accept a surrender of said leased premises shall be valid unless the same be made in writing and subscribed by the Landlord. The mention in this lease of any particular remedy shall not preclude the Landlord from any other remedy the Landlord might have, either in law or in equity, nor shall the waiver of or redress for any violation of any covenant or condition, in this lease contained or any of the rules and regulations set forth herein, or hereafter adopted by the Landlord, prevent a subsequent act which would have originally constituted a violation from having all the force and effect of an original violation. In the event that Landlord shall bring any action under this lease, or consult or place said lease, or any amount payable by Tenant thereunder, with an attorney concerning or for the enforcement of any of Landlord's rights hereunder, then Tenant agrees in each and any such case to pay to Landlord all costs and attorney's fees incurred by Landlord with respect thereto, such costs and fees to include without limitation those incurred before, during and after any and all related trials and proceedings, to include without limitation any and all appeals and any and all trials and proceedings before any bankruptcy court. The receipt by the Landlord of rent with knowledge of the breach of any covenant in this lease contained shall not be deemed a waiver of such breach.

(b) Effect of termination of lease. No termination of this lease prior to the normal ending thereof, by lapse of time or otherwise, shall affect Landlord's right to collect rent for the period prior to the termination thereof.

(c) Service of notice. The Tenant hereby appoints as its agent to receive the service of all dispossession or distraint proceedings, legal notices and notices required under this lease, the person in charge of said leased premises at the time, or occupying the leased premises, and if there is no person in charge or occupying the same, then such service or notice may be made by attaching the same on the main entrance of the leased premises * See Rider 11

IMPROVEMENTS BY LANDLORD. * See Rider 8

~~Landlord will provide at no cost to Tenant the Building Standard Items of Schedule 1 of the Work Schedule (Exhibit B) attached hereto and made a part hereof. All other alterations and improvements to the leased premises shall be paid for by Tenant. Tenant agrees to comply with the provisions of Schedule 2 of the Work Schedule and to pay, as Additional Rent, all amounts due Landlord under the Work Schedule as follows: 25% prior to the beginning of construction and the balance within 15 days of receipt of Landlord's invoices submitted at progress intervals as determined by Landlord. After receipt of approved price estimates and construction drawings as provided in Schedule 2 of the Work Schedule, Landlord will partition and prepare the leased premises as provided in the Work Schedule. Landlord shall not be required to install any partition or improvements which are not in conformity with the plans and specifications for the Building or which are not approved as provided in the Work Schedule. Time is of the essence in delivery of Tenant's Plans by Tenant to Landlord under the Work Schedule.~~

(b) Should a "Tenant Delay" under Schedule 2 of the Work Schedule occur, Tenant shall pay to Landlord, to reimburse Landlord for additional expenses which will be incurred by Landlord because of Landlord's inability to proceed with the work as scheduled, as additional rent two (2) days basic annual rent computed in accordance with this lease, plus a late fee of \$_____ for each calendar day of "Tenant Delay" as liquidated damages therefor, it being agreed that Landlord's damages for such delay would be impossible to determine. Tenant also shall pay to Landlord, as additional rent, a sum equal to any additional cost to Landlord in completing the items of Schedule 1 of the Work Schedule (Exhibit B) resulting from a "Tenant Delay". Additional rent payable by Tenant pursuant to this paragraph will be due within fifteen (15) days of the date of the invoice.

(c) Within 30 days after the Commencement Date Tenant will execute and deliver to Landlord a written declaration stating the Commencement Date. In such declaration, Tenant shall certify that Tenant is in possession of and has accepted the leased premises and that all conditions of this lease required of Landlord as of that date have been fulfilled, and that Tenant has no defenses or offsets against the enforcement of this lease by Landlord; provided, Tenant may state in such declaration any defects in the leased premises remaining to be repaired or completed by Landlord, and Tenant, by such declaration, shall not be waiving any objection to such listed defects. Tenant shall have waived any objection to any defects not specifically enumerated in writing to Landlord within said 30 day period.

15. **MORTGAGEE'S INTEREST IN THE LEASE AND RENTAL INCOME: SUBORDINATION TO.** It is understood and agreed that the leased premises are or will be remain subject to a mortgage(s) or deed(s) of trust to secure payment of Landlord's outstanding indebtedness to mortgagee beneficiary and that this lease and any modification thereof is subject to the approval of the said mortgage beneficiary. Now in order to further secure said indebtedness, the Landlord and Tenant hereby covenant for themselves and for the benefit of said mortgage beneficiary, that this lease shall be subject and subordinate to any mortgage or deed of trust which may now or hereafter affect the real property of which the leased premises form a part, and to all advances made or to be made thereunder, and to any renewals, extensions, modifications or replacements thereof, including any increases thereof, or supplements thereto, provided, however, that without limiting any of the foregoing provisions, in the event that by reason of any default on the part of the Landlord, the mortgage beneficiary succeeds to the interest of the Landlord, then, ~~at the sole option of the mortgage beneficiary, this lease may nevertheless continue in full force and effect and Tenant shall and does hereby agree to attorn to such mortgage beneficiary and to recognize such mortgage beneficiary, as the Landlord.~~ Tenant hereby constitutes and appoints Landlord and or the mortgage beneficiary, Tenant's attorney-in-fact to execute and deliver any such agreement of subordination and attornment for and on behalf of Tenant, and it is further covenanted that (a) the provisions of said mortgage(s) or deed(s) or trust shall govern with respect to the disposition of proceeds of ~~the further covenanted that (a) the provisions of said mortgage(s) or deed(s) or trust shall govern with respect to the disposition of proceeds of~~ insurance or condemnation or eminent domain awards, however, (b) any obligation to repair in the lease shall be limited, (insofar as it applies to the absence of the prior consent of the mortgage beneficiary, in writing, the Tenant agrees not to either: (i) prepay the rent under the terms of the lease for more than one month in advance, or (ii) enter into any agreement with the Landlord to amend or modify the lease; or (iii) voluntarily surrender the premises, or terminate the lease, without cause, or accelerate the terms; or (iv) as an approved Tenant be released from the obligations of this lease on assigning or subletting of the leased premises or any part thereof, and it is further covenanted that in the event of any act or omission by Landlord which would give the Tenant the right to terminate this lease, the Tenant shall not exercise any such right until it shall have given thirty (30) days' written notice thereof to the mortgage beneficiary at the address previously furnished to Tenant during which time Landlord or the mortgage beneficiary, or either of them, their agents or employees shall be entitled to enter the demised premises and do therein whatever may be necessary to remedy such act or omission, in which event this lease shall not terminate. This provision is included to advance the credit and financial future of the leased premises and the building and shall inure to the benefit of the successors and assigns of any present or future mortgage beneficiary of the building and/or any purchaser of the building after default and entry or reentry pursuant to agreement, legal proceedings or sale and to the heirs, representatives, successors or assigns of such purchaser.
16. **RELOCATION OF TENANT.** ~~Landlord, at its sole expense, on at least 60 days prior written notice, may require Tenant to move from the leased premises to another suite of comparable size and decor within the building in order to permit Landlord to consolidate the leased premises with other adjoining space leased or to be leased to another tenant in or coming into the building provided, however, that in the event of receipt of any such notice, Tenant by written notice to Landlord may elect not to move to the other space and in lieu thereof to terminate this lease. In the event of any such relocation within the building, Landlord will pay all the reasonable expenses of preparing and decorating the new premises within the building so that they will be substantially similar to the leased premises and Landlord will pay the reasonable expense of moving Tenant's furniture and equipment to the relocated premises. Occupancy of the new premises shall be under and pursuant to the terms of this lease and upon such relocation the term "leased premises" shall be deemed to refer to the new premises except with respect to Tenant's liabilities and obligations under the provisions of paragraph 12 of this lease, with respect to which the term "leased premises" shall refer to both the old leased premises prior to the effective date of Tenant's move under the terms of this paragraph, and the new leased premises, both individually and collectively.~~
17. **LIMITS ON REPRESENTATIONS.** Neither Landlord nor Landlord's agents have made any representation, warranties or promises with respect to the ~~building or the leased premises or this lease except as set forth in this lease and its incorporated exhibits.~~ Landlord represents and warrants that it has full right and authority to enter this lease and that
18. **QUIET ENJOYMENT.** ~~The Tenant, upon the payment of the rent herein reserved and upon the performance of all the terms and conditions of this lease required to be kept by Tenant, shall at all times during the lease term and during any extensions or renewal term peacefully and quietly enjoy the leased premises without any disturbance from the Landlord or from any other person claiming through the Landlord, subject, however, to the reservations, items and conditions of this lease, including without limitation the provisions of paragraph 16 of this lease, any underlying leases, and any mortgage or encumbrance to which this lease is subordinate.~~
19. **TENANT'S ASSISTANCE.** The Tenant shall permit the Landlord, or its designee, to erect, use, maintain and repair pipes, cables, conduits, plumbing, vents and wire in, to and through the leased premises, to the extent the Landlord may now or hereafter deem to be necessary or appropriate for the proper operation or maintenance of the building. All such work shall be done so far as is practicable in such a manner as to avoid unreasonable interference with the Tenant's use of the leased premises. Tenant agrees to report immediately to the Landlord any defective condition in or about the leased premises.
20. **DAMAGE OR THEFT OF PERSONALTY.** Tenant agrees that all personal property brought into the leased premises shall be at the risk of the Tenant only and that the Landlord shall not be liable for theft thereof or any damage thereto occasioned from any act of co-tenants or other occupants of said building or any other person whatsoever, ~~including without limitation, Landlord's servants, agents or employees, or those with whom Landlord may contract for janitorial, maintenance or other services, or caused by any other event to include without limitation fire, flood, or leakage of water or sewage pipes.~~
21. **HOLDING OVER.** In the event of holding over by Tenant subsequent to the expiration or other termination of this lease and without regard to Landlord's acquiescence or consent, Tenant shall pay as liquidated damages for such holding over a monthly rent double the monthly rent payable immediately prior to such period. Additionally, during such holding over with Landlord's acquiescence and without any express agreement of the parties, the Tenant shall be a tenant on a month-to-month basis which tenancy shall be terminated absolutely and without remedy upon thirty (30) days' written notice of such intent by either party.
22. **EMINENT DOMAIN.** If the whole of the leased premises or such portion thereof as will, in Landlord's opinion, make the leased premises unusable for the purposes herein leased, be condemned by any legally constituted authority for any public use or purpose, then in either of said events the term hereby granted shall cease from the time when possession thereof is taken by public authorities, and rental shall be accounted for as between Landlord and Tenant as of that date. Any lesser condemnation shall in no way affect the respective rights and obligations of Landlord and Tenant hereunder. It is expressly agreed that the Tenant shall not have any right or claim to any part of any award made to or received by the Landlord for such taking. * SEE SCHEDULE 12 * ~~SEE SCHEDULE 12~~
23. **DESTRUCTION OR DAMAGED PREMISES.** If the leased premises are totally destroyed or, in Landlord's opinion, so substantially damaged as to be uninhabitable by storm, fire, earthquake, or other casualty, then Landlord shall have the option of restoring the leased premises or of terminating this lease. If the leased premises are not restored by Landlord within 90 days of such destruction, then Tenant shall have the option of terminating this lease. 90 * SEE SCHEDULE 12 *

this lease. In the event either Landlord or Tenant shall terminate this lease under the ongoing provisions of this paragraph 23, then this lease shall terminate as of the date of such destruction or damage, and rental shall be accounted for as between Landlord and Tenant as of that date. If the leased premises are damaged but are, in Landlord's reasonable opinion, not rendered wholly untenantable by any such casualty or casualties, rental shall abate in such proportion as the use of the leased premises has been destroyed until the Landlord has restored the leased premises to substantially the same condition as before damage, whereupon full rental shall commence. Nothing contained herein shall require Landlord to make such restoration, however, if not deemed advisable in its judgment, Landlord shall make its intentions to restore or not to restore said leased premises to original condition known to Tenant in writing, within ninety (90) days of such occurrence. If Landlord decides against such reconstruction or fails to provide such notice, Tenant may, at its option, cancel this lease.

24. **RENOVATION BY LANDLORD.** Renovation and redecoration of the building by Landlord shall be at Landlord's option and if elected by Landlord shall be done as far as practicable in such a manner as to avoid interference with Tenant's use of the leased premises, however Tenant agrees to allow Landlord and Landlord's representatives access to the leased premises for such purpose and to cooperate with Landlord in such renovation or decoration to the extent that such access and cooperation does not unreasonably interfere with Tenant's use of the leased premises. This paragraph shall not be deemed to obligate Landlord to undertake any renovation or redecoration.

25. **REPAIRS.** * See Rider 13

(a) Landlord shall make all repairs necessary to maintain the plumbing, heating and air conditioning and electrical systems, windows, and floors (except carpeting); provided, however, that Landlord shall not be obligated for any of such repairs until the expiration of a reasonable period of time after written notice from Tenant that such repair is needed. In no event, shall Landlord be obligated under this paragraph to repair any damage caused by an act, omission, accident or negligence of the Tenant or its servants, employees, agents, invitees, licensees, subtenants, contractors or customers.

(b) Except as the Landlord is obligated for repairs as provided hereinabove, Tenant shall make, at its sole cost and expense, all repairs necessary to maintain the leased premises and shall keep the leased premises and the fixtures therein in neat and orderly condition. If the Tenant refuses or neglects to make such repairs, or fails to diligently prosecute the same to completion or fails to maintain the leased premises and the fixtures therein in a neat and orderly condition, after ten (10) days written notice from Landlord of the need therefor, Landlord may make such repairs and so maintain the leased premises at the expense of Tenant and such expense shall be due on demand and collectible as additional rent, along with a fifteen (15%) percent service charge.

(c) Landlord shall not be liable by reason of any injury to or interference with Tenant's business arising from the making of any repairs, alterations, additions, improvements or maintenance in accordance with this paragraph 25 in or to the leased premises or the building or to any appurtenances or equipment therein. Landlord shall interfere as little as reasonably practicable with the conduct of Tenant's business. There shall be no abatement of rent because of such repairs, alterations, additions, improvements or maintenance.

26. **ADDITIONAL CONSTRUCTION.** Landlord hereby reserves the right at any time and from time to time to make alterations or additions to, ~~and to build~~ ^{and to build} ~~additional structures on~~ the building and to build adjoining the same. Landlord also reserves the right to construct other or to add other buildings or improvements in the vicinity of the building or to add to them and to permit others to do so, from time to time.

* See Rider 10

27. **ENTRY BY LANDLORD.** Landlord and Landlord's representatives may enter the leased premises at reasonable hours to exhibit the same to prospective lenders, purchasers or tenants, to inspect the leased premises to see that the Tenant is complying with all its obligations hereunder, to make cleaning and repairs required of Landlord under the terms of this lease, to clean or repair Landlord's adjoining property and when otherwise deemed necessary by Landlord for the management, operation or maintenance of the building. Entry by Landlord or Landlord's representatives due to an emergency or to prevent damage to the building or leased premises may be made at any time deemed necessary by Landlord. Entry by Landlord or Landlord's representatives under the terms of this paragraph, shall not entitle Tenant to any abatement of rent or right to payment and shall not be deemed a repossession of the leased premises by Landlord or the eviction of Tenant therefrom.

28. **LANDLORD'S FINANCING.** ~~The Landlord shall not be obligated to proceed with the construction of the building unless and until financing therefor acceptable to Landlord is obtained. Should such financing not be obtainable within six (6) months after the date of execution of this lease by the last of Tenant and Landlord or, in the event that such financing is obtained, but the conditions precedent of the lender with respect to funding of the loan proceeds, including without limitation any pre-leasing requirements, are not satisfied so as to allow closing of the loan and funding of the loan proceeds prior to the expiration of the lender's obligation to close such loan or fund such loan proceeds, then Landlord, at Landlord's option, may terminate this lease and each of the parties hereto shall in such event be released and discharged from any and all liability and obligations hereunder.~~

* See Rider 14

29. **FINANCIAL INFORMATION.** Tenant agrees to furnish to Landlord from time to time within fifteen (15) days of Landlord's request therefor, copies of Tenant's current financial statements, tax returns, and such other information as Landlord may reasonably request from time to time.

30. **LANDLORD'S LIABILITY.** Notwithstanding any provision in this lease to the contrary, Tenant agrees that Tenant shall look solely to Landlord's interest under this leasehold estate in the event of any default or breach by Landlord with respect to any of the terms and provisions of this lease on the part of the Landlord to be performed or observed, and no other assets of Landlord shall be subject to levy, execution, or other judicial process or award for the satisfaction of Tenant's claim.

The term "Landlord" as used in this lease with respect to any obligation or liability of Landlord means only the owner or the mortgagee in possession at the time in question of the building in which the leased premises are located or the owner of a lease of said building and or the land thereunder at the time in question so that in the event of any sale of said building or an assignment of this lease, or a demise of said building and or land, the entity or individual(s) executing this lease as Landlord shall be entirely freed and relieved of all obligations of Landlord hereunder and it shall be deemed without further agreement between the parties and such purchaser(s), assignee(s) or lessee(s) that the purchaser, assignee or lessee has assumed and agreed to observe and perform all obligations of Landlord hereunder.

31. **FINANCING AGREEMENT.** Tenant agrees not to enter into, execute or deliver any security agreement or other document concerning the fixtures or improvements now or hereafter located on the leased premises that professes to be of a superior priority to any mortgage or deed of trust encumbering the leased premises or any right of Landlord with respect to such property, whether granted by this lease or otherwise, without the prior written consent of Landlord and, in the event Tenant does so, such action on the part of the Tenant shall be considered a breach of the terms and conditions of this lease.

CUSTOM AND USAGE. It is hereby covenanted and agreed ~~any law usage or custom to the contrary notwithstanding~~ that Landlord shall have the right at all times to enforce the covenants and conditions of this lease in strict accordance with the terms hereof, notwithstanding any conduct or custom on the part of the Landlord in refraining from so doing at any time or times.

32. **MECHANICS' LIEN.** In no event is Tenant authorized to encumber the leased premises or the building or any part thereof or any interest therein for any reason to include without limitation any lien for labor, material, supplies or services furnished to Tenant, to include without limitation any lien arising under the Florida Mechanics' Lien Law, Part I of Chapter 713, Florida Statutes, 1983, as changed from time to time. In the event that any person alleges any such lien or any notice of lien or other document professing to create a lien or encumbrance is recorded with respect to the

building or leased premises or any part thereof or any interest therein, as a direct or indirect result of any action or omission of Tenant to include without limitation any lien alleged to arise from labor, materials, supplies or services furnished Tenant, then Tenant shall immediately cause such lien or encumbrance to be removed from the building and leased premises and to be removed from the public records of the state and county in which the building is located. In the event such lien or encumbrance is not so removed within fifteen (15) days of Landlord's demand to do so, Landlord shall be entitled to take all steps deemed necessary in Landlord's sole discretion to cause such lien or encumbrance to be removed, to include without limitation, the reducing thereof to a bond, and all costs and expenses incurred by Landlord in doing so shall be due from Tenant in full on demand and shall be deemed to be additional rent. Landlord shall have the rights granted in this paragraph 33 regardless of the validity of any such claim of lien or encumbrance and Tenant shall be required to reimburse Landlord for Landlord's costs and expenses as described above regardless of the validity of any such claim or encumbrance.

34. **AUTHORITY.** If Tenant is a corporation or partnership, each individual executing this lease on behalf of said Tenant represents and warrants that he is duly authorized to execute and deliver this lease on behalf of said corporation or partnership, as applicable, and that this lease is binding upon said corporation or partnership, as applicable, in accordance with its terms.
35. **RECORDING.** Neither this lease nor any memorandum, short form nor notice hereof may be recorded in any public record without the written consent of Landlord, and no such recorded instrument shall be deemed effective to give actual or constructive notice hereof, unless executed by Landlord. Landlord, at Landlord's sole option, may require that a short form of this lease in form and substance satisfactory to Landlord be recorded in the public records of the county in which the building is located, and Tenant hereby agrees to execute and deliver such short form lease to Landlord within ten (10) days of Landlord's request therefor.
36. **RENTABLE AREA.** Landlord and Tenant shall enter into a written amendment to this lease specifying the "rentable area" of the leased premises and of the building and the Tenant's proportional share percentage of costs allocated on the basis thereof. Upon entry into such agreement, the figures therefor shall be used for all purposes of this lease which require such figures. In the event that Landlord and Tenant do not enter into such agreement, then the approximate rentable area given in paragraph 1 of this lease for the leased premises shall be deemed to be the rentable area of the leased premises and the rentable area of the building shall be determined by Landlord's architect.

37. **LANDLORD'S PERFORMANCE.** In the event that Landlord is prevented from performing any of its duties or obligations under the terms of this lease by reason of a cause beyond the reasonable control of the Landlord, such causes being deemed to include, without limitation, acts of God and governmental authorities, strikes and war, then such failure of Landlord to perform shall not be deemed to be a default of this lease and the time within which Landlord is allowed by the terms of this lease to perform such obligation shall be extended for the duration of the cause of such delay provided that Landlord uses all means reasonably within the control of Landlord to remedy such cause and to perform such duties and obligations, except as otherwise provided for in the lease, Riders and Attachments here

38. **MISCELLANEOUS PROVISIONS.**

(a) **Severability.** If any clause or provision of this lease contract is illegal, invalid or unenforceable under present or future laws effective during the term of this lease, then and in that event, it is the intention of the parties hereto that the remainder of this lease shall not be affected thereby, and that in lieu of each clause or provision of this lease contract that is illegal, invalid or unenforceable, there be added as a part of this lease contract a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable. Provided however, if any such clause or provision as is determined to be invalid or unenforceable is a clause or provision which is, in the sole discretion of Landlord, essential to the rights of Landlord, Landlord shall have the right to terminate this lease on written notice to Tenant.

- (b) **Cumulative rights.** All rights, powers and privileges conferred hereunder upon the parties hereto shall be cumulative but not restrictive to those given by law, equity or agreement.
- (c) **Entire Agreement.** This lease contains the entire agreement of the parties and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. No failure of the Landlord to exercise any power given the Landlord hereunder, or to insist upon strict compliance by the Tenant of any obligation hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of the Landlord's right to demand exact compliance with the terms hereof.
- (d) **Time of Essence.** Time is of the essence of this Agreement.
- (e) **Parties.** "Landlord", "Tenant", and "Agent" and the other terms used herein describing individuals, whether artificial or natural, include male and female, singular and plural, corporation, partnership or individual, as may fit the particular parties.
- (f) **No Partnership.** Landlord does not, in any way or for any purpose, become a partner of Tenant in the conduct of its business or otherwise, or joint adventurers or a member of a joint enterprise with Tenant as a result of this lease.
- (g) **Captions.** The captions of each paragraph and heading hereof are added as a matter of convenience only and shall be considered to be of no effect in the construction of any provision or provisions of this lease.
- (h) **Special Stipulations.** Insofar as special stipulations (if any) attached as an exhibit hereto conflict with any of the foregoing provisions, the special stipulations shall control. including Riders, Exhibits, Amendments or deletions.
- (i) **Notice.** Wherever in this lease it shall be required or permitted that notice or demand be given or served by either party to this lease to or on the other party such notice or demand shall be deemed to have been duly given or served if in writing and either personally served or forwarded by Registered or Certified Mail, Return Receipt Requested, postage prepaid, and addressed as follows:

To Landlord: Coachman Downtown Center Associates
503 Cleveland Street, Suite 250
Clearwater, FL 34615

with a copy to

To Tenant: Church of Scientology FLA SERVICE ORGANIZATION INC See Rider 11
118 N. Ft. Harrison Ave.
Clearwater, FL 34615
Attn: Legal Dept.

If any notice is served by mail, Tenant's attorney or other member of Tenant's legal department shall also be notified by telephone at the time such notice is sent to Tenant as 813-447-3630 or 813-461-3052

is received

Each such mailed notice shall be deemed to have been given to or served upon the party to which addressed on the date the same is deposited in the United States Registered or Certified Mail, postage prepaid, and properly addressed in the manner provided above. Either party hereto may change its address to which said notice shall be delivered or mailed by giving written notice of such change to the other party hereto as herein provided. The provisions of this paragraph shall not be deemed in derogation of any right granted to Landlord by statute, agreement or otherwise to give notice or serve process on Tenant by publication or by posting at or on the leased premises or the building.

(j) Binding Effect. This Agreement shall be binding upon the successors and assigns of the Landlord and Tenant.

(k) Estoppel Letters. Tenant shall, from time to time, upon not less than ten (10) days written request from the Landlord, execute, acknowledge and deliver to the Landlord, or its designate, a written statement that this lease is unmodified and in full force and effect (or, if modified, that the same is in full force and effect as modified, listing the modifications), the dates to which the rent and additional rent is paid, the amount of any advanced rent or security deposit paid by Tenant and held by Landlord, and whether or not to the best of Tenant's knowledge Landlord is in default hereunder (specifying the default, if any), it being intended that any such statement delivered pursuant to this paragraph may be relied upon by prospective purchasers, mortgagees of Landlord's interest or assigns of such Mortgagees or others.

(l) Use of Name. Tenant shall not, except to designate Tenant's business address (and then only in a conventional manner and without emphasis or display), use the name or mark Coachman Bldg. for any purpose whatsoever. Landlord shall have the right from time to time to rename the building. Upon Landlord's request, Tenant agrees to use the name of the building in the form designated by Landlord in Tenant's business address for all purposes.

(m) Reasonable Modification. If in connection with obtaining financing for the acquisition or construction of the building, or with respect to any ground or underlying lease(s) with respect to the building, a recognized institutional lender or the ground or underlying lease lessor shall request reasonable modifications in this lease as a condition to such financing or lease, Tenant will not unreasonably withhold, delay or defer its consent, provided that such modifications do not increase the monetary obligations of Tenant hereunder or adversely affect, to a material extent, Tenant's leasehold interest or Tenant's use and enjoyment of the leased premises.

(n) Broker. Tenant represents that, except for Gemstar Realty and Centerpointe Realty, Inc. Tenant has not dealt with any real estate broker, sales person or under in connection with this lease, and no other real estate broker initiated or participated in the negotiation of this lease, or showed the leased premises to Tenant. Tenant agrees to indemnify and hold harmless Landlord from and against any liabilities and claims for commissions and fees arising out of a breach of the foregoing representation.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Agreement as of the day and year first above written.

WITNESSES:

Karen A. [Signature]
Ally [Signature]

[Signature]

Landlord

[Signature]
[Signature]

Mrs. Alicia Danilovic
President F.S.O.

RIDER TO LEASE AGREEMENT
 BY AND BETWEEN
 COACHMAN DOWNTOWN CENTER ASSOCIATES ("LANDLORD")
 AND *Abn*
 CHURCH OF SCIENTOLOGY, FLAG SERVICE ORGANIZATION, INC. ("TENANT")

These Riders as detailed below are to be incorporated as part of this Lease Agreement referred to herein. Landlord and Tenant do hereby agree to these Riders as of the 10th day of April, 1990. These Riders shall govern on matters addressed herein, even in the event of discrepancies within the Lease Agreement. Said Riders shall be in full force and effect for the full term of this Lease Agreement unless otherwise amended in writing by both Landlord and Tenant. In the event of conflict between the Lease and the Riders, the Riders shall control.

Rider 1.

Tenant and Landlord hereby agree on the following square footages on the following floors by section of this building. The east section is defined by the three floor structure on the east side of the atrium. The west section is defined by the five floor structure on the west side of the atrium.

Rentable Square Feet

	<u>East Side</u>	<u>West Side</u>
First Floor	5,763	537
Second Floor	7,780	7,198
Third Floor	8,588	1,841
Fourth Floor	---	---
Fifth Floor	---	---
	<hr/>	<hr/>
Total	<u>22,131</u>	<u>9,576</u>
Grand Total	<u>31,707</u>	

To be confirmed by field measurement by certified architect. Rentable square feet shall increase or decrease or remain the same in accordance with measurement. 15% common area factors shall be used in "usable" to "rentable" square footage computations.

}b

Rider 2. Term and Possession

Subject to the terms and conditions hereof, the Lease term shall commence on the date of the issuance of a certificate of occupancy by the appropriate governmental entity, but not later than June 1, 1990. The initial term of the Lease shall be two (2) years.

Tenant understands that it shall be responsible for engaging and paying for a registered architect or other professional consultants as required to render drawings of any alterations or improvements to be made to the premises. Tenant shall promptly provide Landlord with a copy of said drawings.

Tenant further understands that it shall be responsible for securing and paying for all necessary governmental certificates, permits and approvals for its proposed improvements to the premises and shall promptly provide Landlord with copies thereof.

Rider 3.

The property is to be used for Church activities, which include delivery of religious services such as courses and pastoral counseling, as well as administrative functions in support of those services.

In the event Landlord receives any notice as referenced in Paragraph 3(a) of the Lease, Landlord will promptly inform Tenant of same.

In no event shall Tenant's use and occupancy of the premises exceed capacity of the building and system design. Tenant will indemnify, hold harmless and reimburse Landlord for any damage to the building systems incurred by exceeding said capacities.

Rider 4.

Landlord and Tenant do hereby agree that Tenant shall pay Landlord \$12.00 per rentable square foot (annual rental rate) on a monthly basis or \$1.00 per rentable square foot per month. Said square footage has been set forth in Rider 1. This \$12.00 per rentable square foot annual rate shall be paid for the initial lease term; there will be no additional rent charged to Tenant as referenced in paragraphs 4 or 5 of lease agreement. Tenant will be responsible for paying for its own electrical consumption as well as for its own janitorial services.

The annual rent shall be calculated as follows: Total square feet as referenced in Rider 1 multiplied by the annual rental rate as set forth above in this Rider. Rent shall be payable monthly in advance on the first of each month.

Rider 5.

FD m
There is no liability for sales tax due to Tenant's exempt status (Tax Exempt # 05-01585-00-62). However, in the event such tax exempt status is revoked, altered or modified, then Tenant shall be liable for such sales tax in accordance with such revocation, alteration or modification.

Rider 6.

Landlord and Tenant do hereby agree on the following payment schedule for performance securities:

- 1 month of rent as a permanent security deposit - at lease execution
- 1 month of rent for first month's rent - to be paid as set forth in Rider 8
- 2 months of rent as a performance security deposit to be released to pay rent in months seven and eight if tenant is not then in default of lease agreement - to be paid as set forth in Rider 8

The above monies to be first used by Tenant for buildout will be credited by Landlord to total construction allowance.

Rider 7.

Landlord acknowledges that Tenant's use of the premises shall be 8:00 a.m. - 11:00 p.m. Monday - Sunday and that Tenant shall therefore incur additional costs not in accordance with the regular business hours of the building. Therefore, Tenant shall pay Landlord monthly on demand for its additional usage of the building's HVAC, common area, mechanical, electrical and utility systems. The overtime charge for the building systems (for the initial lease term) is \$7.50 per hour, and shall apply to any hours in excess of those hours designated in Paragraph 9(a) of the Lease.

Landlord and Tenant agree to monitor usage of HVAC mutually and will use best efforts to mitigate usage accordingly. Landlord will further extend after hours A/C if Tenant advises Landlord by 2:00 p.m. on any given day.

Landlord shall provide garbage pick-up five (5) days per week. Any additional garbage disposal required shall be the expense of the Tenant at actual cost. The current cost for garbage pick-up is \$37.75 per day.

Landlord is currently cleaning the common areas of the Building once per day, five days per week. Any additional janitorial service required shall be at the expense of Tenant at actual cost. Further, Tenant understands that it is responsible for janitorial services and their costs for the premises.

Tenant also understands that it is responsible to pay for all electrical service to the premises.

Any additional building security required as a result of the Tenant's use of occupancy and after hours access to the premises shall be at Tenant's sole cost and expense. After hours access cards will be issued with a deposit of \$15.00 per card.

Tenant shall have 24 hour access to the premises 365 days per year. Tenant shall have 24 hour elevator access 365 days per year. Landlord shall arrange that card access at south end of atrium shall be in effect ~~during normal hours of operation of the building~~ ^{8:00 AM} and Tenant will provide security guard at south end of atrium ^{11:00 AM} for all hours outside normal operating hours of the building as set forth in Paragraph 5.17.

as required to ensure and maintain the security of the building, Rider E.

Landlord agrees to provide up to \$10.00 per usable square foot towards construction of said premises designated by the following areas. Said \$10.00 per usable square foot shall be used for new improvements added by Tenant, and not to any area previously leased or constructed with leasehold improvements. These construction dollars will be used for fixed assets alone and not for services fees or renovation of space leased by Tenant that already has tenant improvements. Costs of said assets shall be reasonable and ordinary charges for such improvements.

	Usable Square Feet	
	East Side	West Side
First Floor	3,011	467
Second Floor	2,459	3,976
Third Floor	7,468	1,601
Fourth Floor	---	---
Fifth Floor	---	---
Total	<u>14,938</u>	<u>6,044</u>
Grand Total	<u>20,982</u>	

It is also understood that Tenant will do its own construction with a contractor certified under all applicable rules, regulations and laws of the State of Florida

It is also understood that Landlord has the right to inspect contractor's work to insure that the above mentioned allowance is in reality being placed in the building and that the construction materials and finishes correspond to building standards as provided by Landlord in Exhibit C. All materials shall be new and installations shall be done in a workmanlike manner.

Landlord reserves the right to review construction documents and budgets corresponding to said documents. Landlord will release payments in stages after work is complete, inspected and approved by Landlord's architects. AIA document G-702 shall be used for release of progress payments (copy attached to Lease).

a. Tenant will incur and disburse initial \$126,828.00 of Tenant improvements. Amount agreed to and approved by Landlord's architect.

b. At the time \$82,992 has been spent, inspected and approved ~~by~~ ^{by} will post \$82,992 payment bond as performance security for the balance of Tenant fit out.

It is expressly understood that Tenant will indemnify and hold Landlord harmless from any and all costs incurred in releasing any liens created as a result of Tenant's modifications to the Premises. Any such liens will be immediately satisfied by Tenant. It is further understood that in the event any lien is filed on the Premises based on the Tenant's modifications, all progress payments shall be halted until the lien is satisfied. Tenant may satisfy the lien through the security of a payment bond.

All utilities to Tenant's premises shall be sub-metered, the cost of which shall be treated as a Tenant improvement.

Rider 7.

Tenant to ~~(provide)~~ ^{provide} general liability insurance including ~~independent contractors~~ coverage in amount of 1m/2m. Tenant will provide Landlord with copy of certificate of insurance naming Coachman Downtown Center Associates and DKM as loss payees. Tenant shall not be liable for the actions, injuries, expenses, damages, costs or claims directly or indirectly caused by the negligence of Landlord, its agents, servants, employees or customers.

In addition, Tenant shall supply building contractors insurance, all-risk, in the amount of \$1 million/\$2 million. Said insurance to remain in full force and effect through construction phase and release of liens by all contractors, including proof of payment of same. Tenant shall also maintain insurance on the contents of its premises.

Rider 10. Entry by Landlord

Landlord, or any of its agents shall have the right to enter said premises during all reasonable hours, to examine the same, but only when accompanied by an authorized representative of Tenant due to the fact that this space will be used for religious activities and will contain confessional formularies and other materials which are protected under priest/penitent privileges.

In the event Landlord, or its agents, in their opinion feel that repairs, additions or alterations may be necessary for the safety or preservation of the premises, then Landlord shall give forty-eight (48) hours written notice of intention to make said repairs, additions or alterations, and working out the arrangement with Tenant under which such work will be done.

Landlord reserves the right to exhibit the premises at reasonable times within 180 days before the expiration of this Lease, under the same conditions as set forth in the preceding paragraph.

In the event Landlord must enter premises on emergency basis, Tenant shall be promptly notified.

Rider 11.

Any service of notice upon Tenant shall be upon its registered agent or officers of the corporation as provided by Florida law. Tenant shall supply a list of said agent and officers to Landlord upon occupancy.

Rider 12.

Except that Tenant may claim and receive from condemning authority, if legally payable, compensation for Tenant's removal and relocation costs for termination, loss of business or business interruptions.

Rider 13.

It shall be Landlord's responsibility to repair and maintain the structure of the building and public and common areas including lobbies, stairs, elevators and corridors, except those areas and common areas exclusively controlled by Tenant.

With respect to HVAC, Tenant will be responsible for repair and maintenance of equipment on the premises for the first year of the lease and will assign all manufacturers warranties to the Landlord.

Rider 14.

Tenant will provide Landlord from time to time, within 15 days of Landlord's request, a listing of real estate assets owned by Tenant with assessed valuation and with the amount of encumbrance thereon.

Rider 15. Miscellaneous

a) Expansion Options

Landlord agrees to provide Tenant with a right-of-first refusal within the first 10 months of the initial lease term as any additional space currently available or that becomes available.

Construction Allowance

with respect to any additional space occupied by Tenant under the right-of-first refusal, the construction allowance shall be reduced by one dollar per usable foot for each month into the original lease term. Said construction allowance pertains only to unfinished space.

b) Renewal Option

Tenant shall have the option to renew for three (3) consecutive one (1) year terms with a rental increase of 6% per annum for each renewal term. Said options to renew are subject to Tenant providing 180 days prior written notice.

c) Parking

Tenant shall be assigned five (5) "reserved" spaces in front of its first floor space and the right to use other available space during non-business hours.

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landlord

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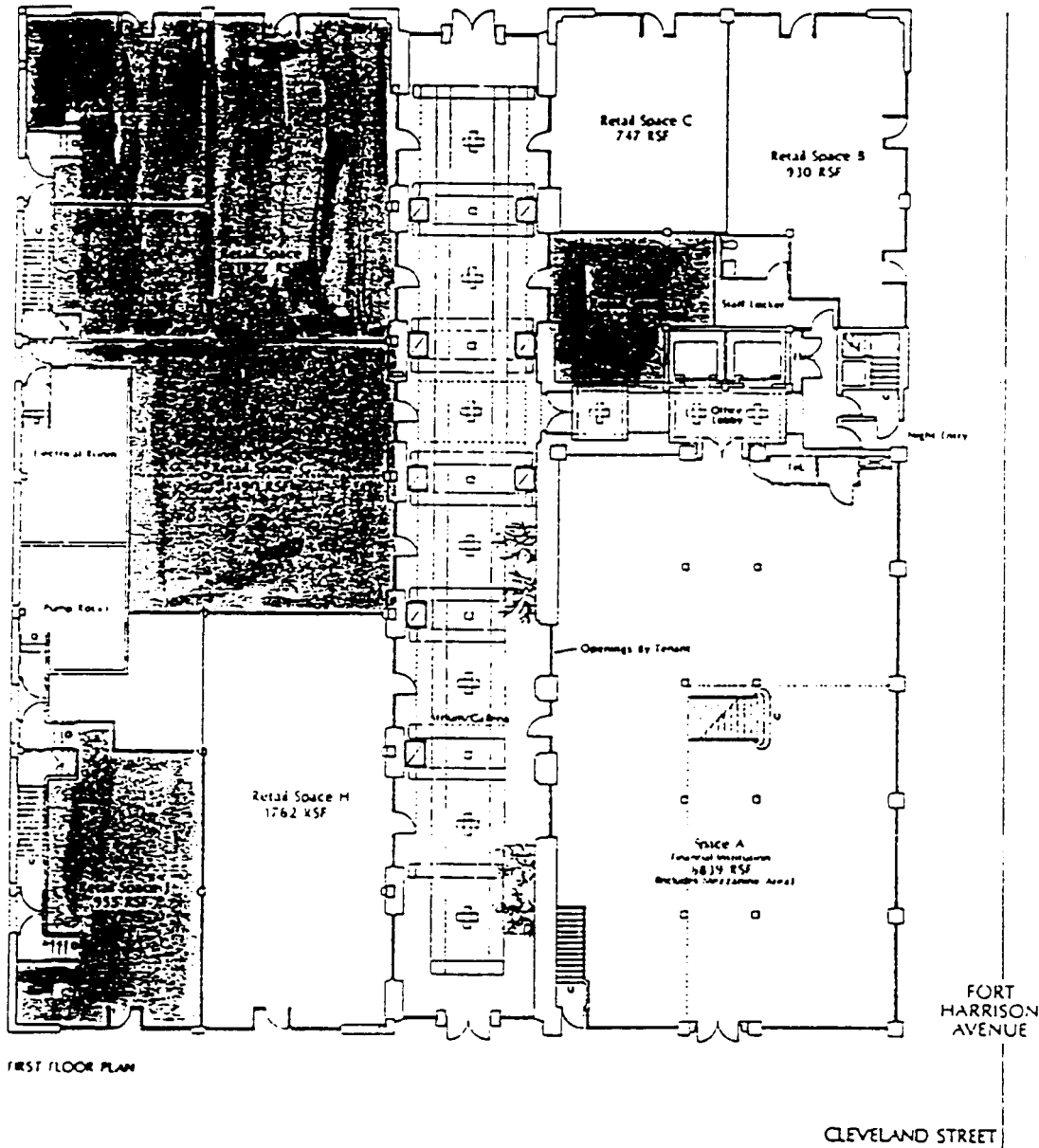
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tenant

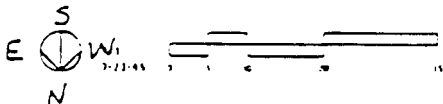
EXHIBIT "A"



FIRST FLOOR PLAN

THE COACHMAN

DOWNTOWN CLEARWATER'S OFFICE & RETAIL CENTER

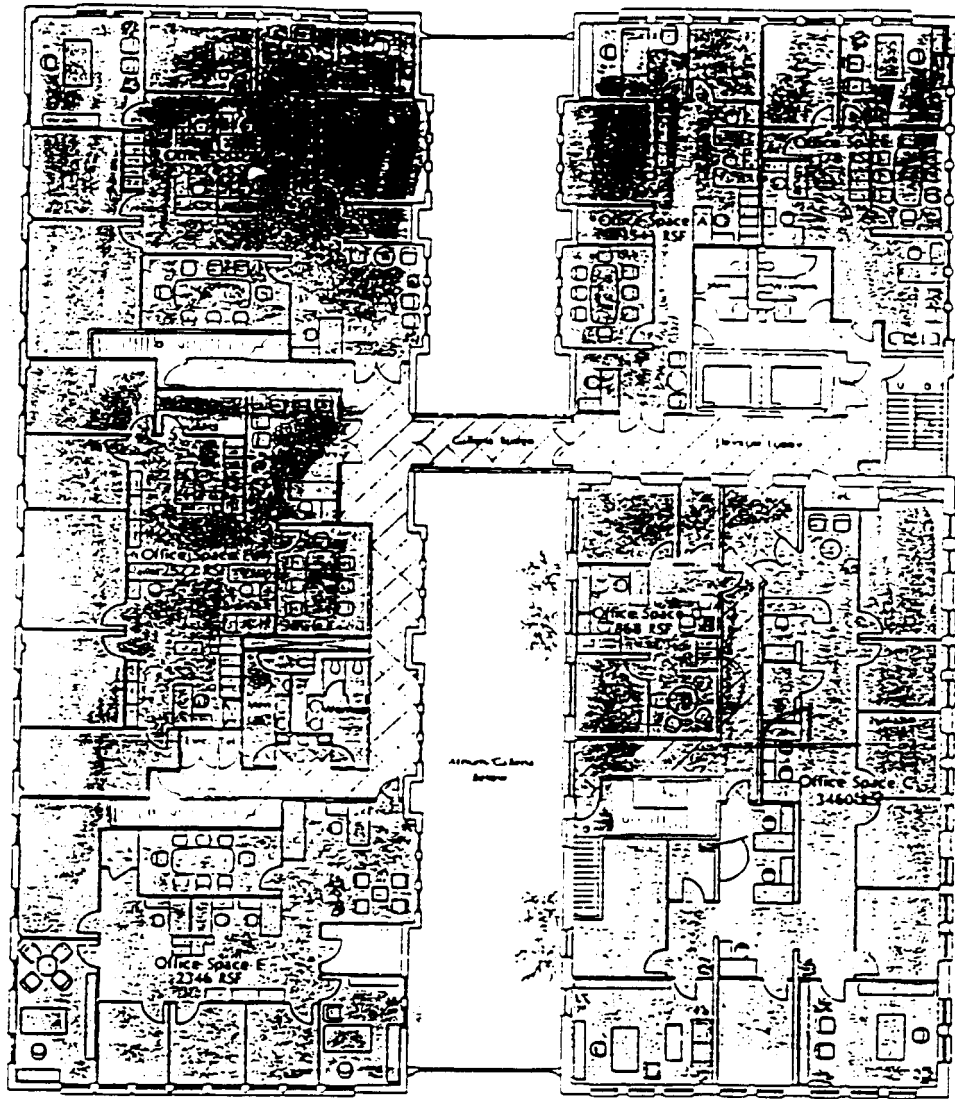


OWNER: COACHMAN DOWNTOWN CENTER ASSOCIATES
15 South Lincoln Avenue
Clearwater, Florida 33536

DEVELOPER: DEAN PROPERTIES CORP. & AFFILIATES
15 South Lincoln Avenue
Clearwater, Florida 33536 (813) 442-9628

ARCHITECT: DANIEL P. COFFEY & ASSOCIATES, LTD.
345 South Dearborn Street, Suite 1708
Chicago, Illinois 60604 (312) 922-0920

EXHIBIT "A"



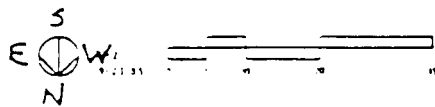
FORT HARRISON AVENUE

SECOND FLOOR PLAN

CLEVELAND STREET

THE COACHMAN

DOWNTOWN GLENWATER'S OFFICE & RETAIL CENTER



OWNER COACHMAN DOWNTOWN CENTER ASSOCIATES

15 South Lincoln Avenue
Cleveland, Florida 33516

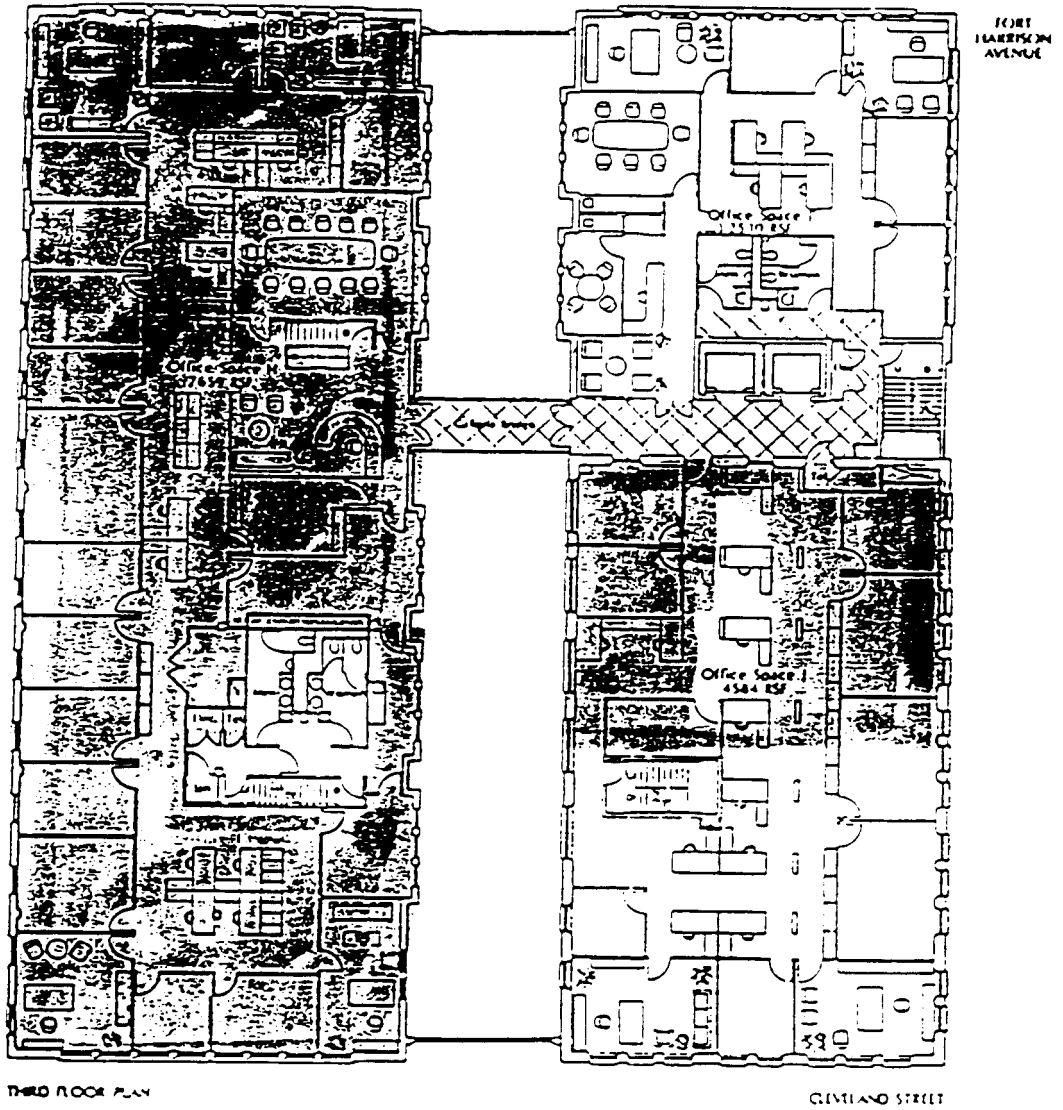
DEVELOPER DKN PROPERTIES CORP. & AFFILIATES

15 South Lincoln Avenue
Cleveland, Florida 33516 (615) 442-4670

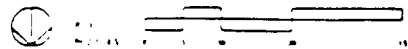
ARCHITECT DANIEL P. COFFEY & ASSOCIATES, LTD.

141 South Dearborn Street, Suite 1700
Chicago, Illinois 60604 (312) 922-0900

EXHIBIT "A"



THE COACHMAN
DOWNTOWN CLEVELAND'S OFFICE & RETAIL CENTER



OWNER: COACHMAN DOWNTOWN CENTER ASSOCIATES
15 South Cleveland Avenue
Cleveland, Florida 33136

DESIGNER: DMJ PROPERTIES CORP. & AFFILIATES
15 South Cleveland Avenue
Cleveland, Florida 33136 1831 442 7678

ARCHITECT: DANIEL P. COFFEY & ASSOCIATES, LTD
141 South Cleveland Avenue, Suite 1700
Cleveland, Florida 33131 977 4979

EXHIBIT "B"
RULES AND REGULATIONS

1. The sidewalks, walks, plaza entries, corridors, concourses, ramps, staircases and elevators shall not be obstructed or used for any purpose other than ingress and egress to and from the premises. No bicycle or motorcycle shall be brought into the building or kept on the premises without the consent of Landlord.

2. No freight, furniture or bulky matter of description will be received into the building or carried into the elevators except in such a manner, during such hours and using such elevators and passageways as may be approved by Landlord, and then only having been scheduled in advance. Any hand trucks, carryalls or similar appliances used for the delivery or receipt of merchandise or equipment shall be equipped with rubber tires, side guards and such other safeguards as Landlord shall require.

3. Landlord shall have the right to prescribe the weight, position and manner of installation of safes and/or other heavy equipment which shall, if considered necessary by Landlord, be installed in a manner which shall insure satisfactory weight distributions. All damage done to the building by reason of a safe or any other article of Tenant's office equipment being on the premises shall be repaired at the expense of Tenant. The time and manner of moving safes and/or other heavy equipment shall be subject to prior approval by Landlord.

4. Only persons authorized by Landlord will be permitted to furnish ice, drinking water, towels, barbering, shoe shining, floor polishing, cleaning, tailoring and other similar services to Tenant at the leased premises, and only at hours and under regulations fixed by Landlord. Tenant shall use no other method of heating or cooling than that supplied by Landlord.

5. Tenant, or the employees, agents, servants, visitors or licensees of Tenant shall not at any time, place, leave or discard any rubbish, paper, articles or objects of any kind whatsoever outside the doors of the premises or in the corridors of passageways of the building. No animals or birds shall be brought or kept in or about the building.

6. Landlord shall have the right to prohibit any advertising by Tenant which, in Landlord's opinion, tends to impair the reputation of the building or its desirability for offices, and upon written notice from Landlord, Tenant will refrain from or discontinue such advertising.

7. Tenant shall not place, cause or allow to be placed any sign or lettering whatsoever, at, in, about or upon the leased premises or the building, except in and at such places as may be designated by Landlord and consented to by Landlord in writing. All lettering and graphics on corridor doors shall conform to the

Jed M *

standard prescribed by Landlord. ~~No trademark shall be displayed in any event.~~

8. Canvassing, soliciting or peddling in the building is prohibited and Tenant shall cooperate to prevent same.

9. Landlord shall have the right to exclude any person from the building other than during customary business hours, and any person in the building will be subject to identification by the employees and agents of Landlord. All persons in or entering the building shall be required to comply with the security policies of the building. Landlord will provide all security services for the building, provided that if Tenant desires any additional security service for the premises, Tenant shall have the right (with advance written consent of Landlord) to obtain such additional service at Tenant's sole cost and expense.

10. Only workmen employed, designated or approved by Landlord may be employed for repairs, installations, alterations, painting, material moving and other similar work that may be done on the premises.

11. Tenant shall not do any cooking or conduct any restaurant, luncheonette or cafeteria for the sale or service of food or beverages to its employees or to others, or permit the delivery of any food or beverage to the premises, except by such persons delivering the same as shall be approved by Landlord and only under regulations fixed by Landlord. Tenant may, however, operate a coffee bar by and for its employees.

12. Tenant shall not bring or permit to be brought or kept in or in the premises any inflammable, combustible, corrosive, caustic, poisonous or explosive fluid, material, chemical or substance, or cause or permit any odors to permeate in or emanate from the premises, except supplies for mimeo machines in amounts approved by Landlord and in compliance with all governmental rules, regulations, laws and statutes.

13. Tenant shall not mark, paint, drill into, or in any way deface any part of the building or premises. No boring, cutting or stringing of wires shall be permitted, except with the prior written consent of Landlord, as Landlord may direct. Tenant shall not install any resilient tile or similar floor covering in the premises except with the prior approval of Landlord.

14. No additional locks or bolts of any kind shall be placed on any door in the building or on the premises and no lock on any door therein shall be changed or altered in any respect. Landlord shall furnish two keys for each lock on doors in the premises and shall, on Tenant's request and at Tenant's expense, provide additional duplicate keys. All keys shall be returned to Landlord upon the termination of this lease. Landlord may at all times keep a pass key to the premises. All entrance doors to the premises shall be left closed at all times, and left locked when the premises are not in use. Except in case of emergency, Landlord will give one (1) hour notice of intent to inspect premises. Landlord will agree to designated locked rooms for use by Tenant in storing confidential church materials in accord with any local rules or ordinances (limited to approximately 4 locations).

15. Tenant shall give immediate notice to Landlord in case of accidents in the premises or in the building or of defects therein or in any fixtures or equipment, or of any known emergency in the building.

16. Tenant shall not use the premises or permit the premises to be used for photographic, multilith or multigraph reproductions except in connection with its own business and then only with Landlord's prior permission. Landlord's permission shall not be unreasonably withheld. (government rules, regulations not excepted)

17. Tenant shall not use or permit any portion of the premises to be used as an office for a public stenographer or typist, offset printing, the sale of liquor or tobacco, a barber or manicure shop, an employment bureau, a labor union office, a doctor's or dentist's office, a dance or music studio, ~~any type of school~~, or for any use other than those specifically granted in this lease. *
in

18. Tenant shall not advertise for laborers giving the premises as an address, nor pay such laborers at a location in the premises or the building.

19. The requirements of Tenant will be attended to only upon application at the offices of the building. Employees of Landlord shall not perform any work or do anything outside of their regular duties, unless under special instructions from the office of the Landlord.

20. Tenant shall not place a load upon any floor of the premises which exceeds the load per square foot which such floor was designated to carry and which is allowed by law. Business machines and mechanical equipment belonging to Tenant which cause noise, vibration or any other nuisance that may be transmitted to the structure or other portions of the building or to the premises, to such a degree as to be objectional to Landlord or which interfere with the use or enjoyment by other tenants of their premises or the public portions of the building, shall be placed and maintained by Tenant, at Tenant's expense, in settings of cork, rubber or spring type vibration eliminators sufficient to eliminate the noise or vibration.

21. No draperies, shutters or other covering may be installed by Tenant between the building standard window covering, if any, and the exterior windows or walls. Installation and use of lighting which is visible from the exterior of the building, except for Building Standard lights, are subject to the prior written approval of Landlord.

22. Tenant shall not place, install or operate within the premises or any other part of the building, any engine, stove or machinery, or conduct mechanical operations therein, without the written consent of Landlord, except Tenant's mimeo and promotional equipment and material.

23. No portion of the premises or any other part of the Building shall at any time be used or occupied as sleeping or lodging quarters.

EXHIBIT "C"
OFFICE SPACE
"WORK SCHEDULE"

1. Partitions: Partitions to be 1/2" thick, mounted on 3-5/8" metal studs. Rubber or vinyl base to be provided in accordance with the above noted partition allowance.
2. Interior Doors, Frames and Hardware: 7-0" height, solid core doors with painted hollow metal frame and oxidized bronze hardware.
3. Wall Finishes: Initial painting to be provided throughout the Premises with colors selected by Tenant from Landlord's Building Standard color chart. Not more than one color to be used within any one room or office.
4. Ceiling: 2' x 2' acoustical tile mechanically suspended, exposed grille, modular ceiling.
5. Lighting: Recessed parabolic light fixtures (2' x 4' - 1' x 4' - 1' size fixtures).
6. Electrical Outlets: Duplex electrical convenience wall outlets.
7. Light Switches:
8. Telephone Outlets:
9. Floor Covering: Landlord to provide 32 oz. Bentley or equivalent with a 1/2" vinyl base.
10. Air Conditioning: Premises to be air conditioned through the Building Standard cores and controlled air conditioning system.
11. Blinds: 1" tapeless horizontal mini blinds in building standard color at all exterior windows excluding first floor retail store fronts.
12. Sprinkler System: The existing sprinkler system in the premises is a part of the Existing Improvements. Removal of sprinklers or installation of additional sprinklers as may be required by Tenant's plans.

APPLICATION AND CERTIFICATE FOR PAYMENT AIA DOCUMENT G702 (Instructions on reverse side) PAGE ONE OF TWO

TO (OWNER): _____ PROJECT: _____ APPLICATION NO: _____ Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR

FROM (CONTRACTOR): _____ VIA (ARCHITECT): _____ ARCHITECT'S PROJECT NO: _____

CONTRACT FOR: _____ CONTRACT DATE: _____

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by Owner	TOTAL		
Approved this Month			
Number	Date Approved		
TOTALS			
Net change by Change Orders			

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: _____
 By: _____ Date: _____

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM \$ _____
2. Net change by Change Orders \$ _____
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ _____
4. TOTAL COMPLETED & STORED TO DATE \$ _____
 (Column C on G703)
5. RETAINAGE:
 - a. ____ % of Completed Work \$ _____
 (Column D + E on G703)
 - b. ____ % of Stored Material \$ _____
 (Column F on G703)
 Total Retainage (Line 5a + 5b or Total in Column I of G703) \$ _____
6. TOTAL EARNED LESS RETAINAGE \$ _____
 (Line 4 less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ _____
8. CURRENT PAYMENT DUE \$ _____
9. BALANCE TO FINISH, PLUS RETAINAGE \$ _____
 (Line 3 less Line 6)

State of: _____ County of: _____
 Subscribed and sworn to before me this _____ day of _____, 19____
 Notary Public:
 My Commission expires: _____

AMOUNT CERTIFIED \$ _____
 (Attach explanation if amount certified differs from the amount applied for)
 ARCHITECT: _____

By: _____ Date: _____
 This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

CONTINUATION SHEET

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

APPLICATION NUMBER:

APPLICATION DATE:

PERIOD TO:

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE
			D FROM PREVIOUS APPLICATION (D + E)	E THIS PERIOD		G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G + C)		

WAIVER OF SUBROGATION
LEASE AGREEMENT OR ADDENDUM

Each party covenants and agrees that the other party shall not be liable to them or it, or those holding by, or through or under them or it, by subrogation or otherwise, on account of any loss of or damage to the premises or the contents thereof caused by fire, or other risks, ^{required under this lease} insured _{by} against, including any such loss or damage resulting in whole or in part from the negligence of the other party, or any of them, their employees, agents and representatives. The above waivers shall be endorsed upon the policies insuring the premises and the contents thereof. This condition may likewise be satisfied by procuring insurance which states that the insured may waive subrogation rights if done so in writing prior to the happening of any loss, in which event this paragraph shall be construed as constituting such waiver.

waiver.

WITNESS

WITNESS

DATE

[Signature]
Coachman Downtown Center
Associates
15 South Lincoln Avenue
Clearwater, FL 34616

Alycia Danilovich
Church of Scientology
FLAG Service Org, Inc.

DATE

6 April 1990

Coachman Downtown Center Associates

Florida General Partnership

List of Partners

Ronald Berman, Managing Partner, having a mailing address at: 993
Lenox Drive, Lawrenceville, New Jersey 08648.

William Morrill and Jean E. Morrill, having a mailing address at:
c/o Coachman Downtown Center Associates, Clearwater, Florida.

Charles H. Dyson and Margaret M. Dyson, having a mailing address
at: 230 Park Avenue, Suite 659, New York, New York 10169.

AMENDMENT TO LEASE AGREEMENT
BETWEEN COACHMAN DOWNTOWN CENTER ASSOCIATES,
A GENERAL PARTNERSHIP BY AND THROUGH
RONALD BERMAN ITS GENERAL PARTNER
AND CHURCH OF SCIENTOLOGY FLAG SERVICE ORG., INC.

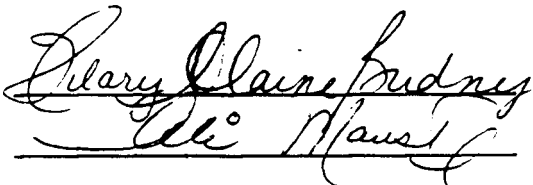
This amendment is entered into this 26th day of April 1990 by and between Coachman Downtown Center Associates, a Florida General Partnership (hereinafter known as "Landlord") and Church of Scientology Flag Service Org, Inc. (hereinafter known as "Tenant").

1. Referencing the basic lease agreement dated April 10, 1990 between Landlord and Tenant; this amendment shall supersede that basic lease agreement where a conflict is created by this amendment.
2. Referencing Rider 1, Rider 4, Rider 6, Rider 8 and Rider 15 of the basic lease agreement, Landlord and Tenant do hereby agree that these riders will be amended by Tenant's desire to lease additional square footage. Tenant hereby agrees to lease an additional 5,470 rentable square footage or a corresponding additional 4,081 usable square footage located on the fifth floor of the building. Where specific square footage numbers or dollar amounts are listed such as in Riders 1 and 8, this amendment will in effect modify those numbers to increase by the amount stipulated above. Where generic references to "monthly rent" or "per square foot" verbiage is used, such as in Riders 4, 6 and 15, this amendment will in effect clarify said references in basic lease agreement to correspond to any changes caused by the increased square footage number listed above.

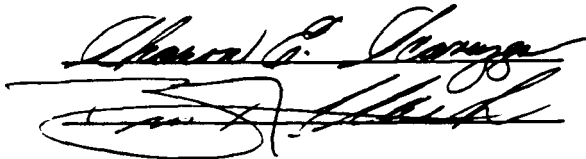
All other aspects of this lease are in full force and effect. In witness whereof, the Landlord and Tenant have executed this amendment on the day and date first written.

3. Ronald Berman, General Partner, hereby represents that he is authorized to bind the partnership by his signature hereon.

Witness as to Landlord



Witness as to Tenant



"Landlord" Coachman Downtown
Center Associates, a Florida
General Partnership

By: _____

Partner

"Tenant" Church of Scientology
Flag Service Org, Inc.

By: _____

Secretary

SECOND AMENDMENT TO LEASE AGREEMENT
 BETWEEN COACHMAN DOWNTOWN CENTER ASSOCIATES,
 A GENERAL PARTNERSHIP BY AND THROUGH
 RONALD BERMAN ITS GENERAL PARTNER AND
 CHURCH OF SCIENTOLOGY FLAG SERVICE ORG., INC.

The amendment is entered into this day 30 April, 1990 by and between Coachman Downtown Center Associates, a Florida General Partnership (hereinafter known as "Landlord") and Church of Scientology Flag Service Org., Inc. (hereinafter known as "Tenant").

1. Referencing Rider 1 Landlord and Tenant do hereby agree to amend lease agreement following field measurement by certified architect of the building square footage. The field measurements by certified architect have been completed and the results are included herein as rentable square footage as described in Rider 1 (for rental purposes) and usable square footage as described in Rider 8 (for construction dollar allowance purposes).
2. Referencing Rider 1 and corresponding verbage of Rider 1 the rentable square foot table shall be adjusted to be as follows:

Rentable Square Feet

	East Side	West Side
First Floor	5,801	460
Second Floor	8,311	6,841
Third Floor	8,408	1,854
Fourth Floor	--	--
Fifth Floor	--	<u>5,470</u>
Total	22,520	14,625
Grand Total	<u>37,145</u>	

3. Referencing Rider 8 and corresponding verbage of Rider 8 the usable square foot table shall be adjusted to be as follows:

Usable Square Feet **FOR TENANT IMPROVEMENT
ALLOWANCE CALCULATION**

	East Side	West Side
First Floor	5,044	400
Second Floor	2,503	3,767
Third Floor	7,311	1,612
Fourth Floor	--	--
Fifth Floor	--	<u>4,081</u>
Total	14,858	9,860
Grand Total	<u>24,718</u>	

All other aspects of this lease are in full force and effect. In witness whereof, the Landlord and Tenant have executed this amendment in Clearwater, Florida on the day and date first written.

Witness as to Landlord

Karyn a. [unclear]

Ali Maust

"Landlord" Coachman Downtown Center Associates, a Florida General Partnership

By: *[Signature]*

Partner

Witness as to Tenant

Alfred E. [unclear]

Reggie [unclear]

"Tenant" Church of Scientology Flag Service Org, Inc.

By: *Catherine [unclear]*

its: *Secretary*

.....

WHEREAS, Landlord and Tenant entered into a lease dated 10 APRIL 90 ("Lease") setting forth the terms of occupancy by Tenant a portion of a Building located at 503 CLEVELAND STREET, CLEARWATER, FLORIDA and

WHEREAS, the Lease is for a term of TWO years with the "Commencement Date" of the term being defined in Article ^٢ 2 of the Lease; and

WHEREAS, it has been determined in accordance with the provisions of Article ^٢ 2 that 1 JUNE 1990 is the Commencement Date of the initial term of the Lease.

NOW, THEREFORE, in consideration of the premises and the covenants hereinafter set forth, it is agreed:

1. The Commencement Date of the term of the Lease is 1 JUNE 1990 and the termination date there is 31 MAY 1992.
2. This agreement is executed by the parties for the purpose of providing a record of the commencement

COMMENCEMENT DATE AGREEMENT

THIS AGREEMENT made this 22nd day of MAY 19 90 by and between DKM GULF COAST PROPERTIES/COACHMAN DOWNTOWN CENTER ASSOCIATES ("Landlord") and CHURCH OF SCIENTOLOGY FLAG SERVICE ORG INC. ("Tenant").

WITNESSETH:

WHEREAS, Landlord and Tenant entered into a lease dated 10 APRIL 90 ("Lease") setting forth the terms of occupancy by Tenant a portion of a Building located at 503 CLEVELAND STREET, CLEARWATER, FLORIDA and

WHEREAS, the Lease is for a term of TWO years with the "Commencement Date" of the term being defined in Article 2 of the Lease; and

WHEREAS, it has been determined in accordance with the provisions of Article 2 that 1 JUNE 1990 is the Commencement Date of the initial term of the Lease.

NOW, THEREFORE, in consideration of the premises and the covenants hereinafter set forth, it is agreed:

1. The Commencement Date of the term of the Lease is 1 JUNE 1990 and the termination date there is 31 MAY 1992.
2. This agreement is executed by the parties for the purpose of providing a record of the commencement and termination dates of the term of the Lease.

IN WITNESS WHEREOF, the parties hereto have duly executed this instrument as of the day and year first above written.

Witness

By: Landlord

Witness

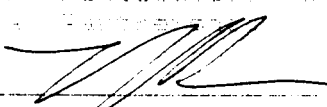
By: Tenant

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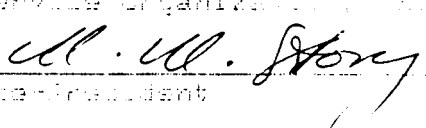
... of the ...
... of the ...
... of the ...

Patricia Huff
Janet D. Smith

... of the ...
... of the ...
... of the ...
BY: 
Ronald Berman

APPROVED
LEGAL 

... of the ...
July Murey
~~Catherine ...~~

... of the ...
... of the ...
... of the ...
BY: 
W.W. Story
Vice-President

RESULTS OF
ELECTRICAL SURVEY

Performed by Florida Power.

Amount to be reimbursed by Landlord to Tenant..

<u>Area</u>	<u>Survey Results</u>
Air conditioning common area	\$ 1,983.72/mo.
Feshbach - 3rd floor	379.48/mo.
Hollander - 3rd floor	164.16/mo.
NCNB - 4th floor	359.76/mo.
DKM - Mgmt. Office - 4th floor	196.11/mo.
Total costs per month	\$ 3,083.23

MEMORANDUM

TO: Paul McArthur
FROM: Bill Harris
RE: Tenant Electric - Coachman Building
DATE: June 8, 1990

Attached please find an electrical survey as performed by Florida Power for the subject premises

As you are aware, retail tenants are metered separately. The monthly surveyed amounts for the remainder of the building without the church space is as follows:

1. A/C Common Area	\$1,983.72/month
2. Feshbach - two accounts 3rd Floor	379.48/month
3. Hollander Consultants 3rd Floor	164.16/month
4. NCNB 4th Floor	359.76/month
5. DKM Gulf Coast Properties 4th Floor	196.11/month
Total Estimated Costs Per Month	\$3,083.23/month

Please advise if further information is required.

BMH/cdg
Attachment

cc: Bill Clark
Margot Velissaropoulos

RETAIL BILL CALCULATION 06/06/90 ACCOUNT 06 1100 18002 BILL MO 0590 METER 1
 REV 03 RATE 70 SIC 6312 BILL MIN TOWN 041 COUNTY 052 DAYS 30 /
 TOTAL KWH 31,668 KW 97 MTR NUM 2960470 CUSTOMER CHARGE 10.46
 SERVICE ADDRESS 503 CLEVELAND ST DEMAND CR X
 ENER TYP KWH X RATE = CHARGE 323.40
 CHRG GSD 31668 .01229 389.200 LESS ENER CONSERV 60.80
 DEMAND TYP KW X RATE = CHARGE TYP KW X RATE = CHARGE 474.15
 CHARGE GSD 87 05.450 474.150

VOLTAGE DISC

SUB TOTAL 818.01
 FUEL ADJUST .02457 X TOTAL KWH 31,668 778.08
 ENERGY CONSERVATION ADJ .00192 X 31,668 60.80
 RATE REDUCTION 818.01 X .01391- = 11.38- SUB TOTAL 1,645.51
 FRANCHISE FEE .05929 97.56
 UTILITY TAX ELECTRIC SERVICE BILL 1,743.07
 ENER-BILL + (KWH X NON-EXMP)- FUEL = TAXABLE X RATE - DISCOUNT
 1743.07 31668 .00699 778.08 1186.35 .10000 118.64
 EQUIPMENT RENTAL
 SUB TOTAL 1,861.71
 CNTY 1% 17.43 SALES TAX 7% 122.01
 ** PRESS PF1 KEY TO ENTER NEW ACCOUNT TOTAL BILL 1,983.72

RETAIL BILL CALCULATION 06/06/90 ACCOUNT 06 1100 18002 BILL MO 0590 METER 1
 REV 03 RATE 70 SIC 6312 BILL MIN TOWN 041 COUNTY 052 DAYS 30 /
 TOTAL KWH 2,145 KW 7 MTR NUM 2960470 CUSTOMER CHARGE 15.46
 SERVICE ADDRESS 503 CLEVELAND ST DEMAND CR X
 ENER TYP KWH X RATE = CHARGE 22.24
 CHRG GSD 2145 .01229 26.360 LESS ENER CONSERV 4.12
 DEMAND TYP KW X RATE = CHARGE TYP KW X RATE = CHARGE 49.05
 CHARGE GSD 9 05.450 49.050

VOLTAGE DISC

SUB TOTAL 86.75
 FUEL ADJUST .02457 X TOTAL KWH 2,145 52.70
 ENERGY CONSERVATION ADJ .00192 X 2,145 4.12
 RATE REDUCTION 86.75 X .01391- = 1.21- SUB TOTAL 142.36
 FRANCHISE FEE .05929 8.44
 UTILITY TAX ELECTRIC SERVICE BILL 150.80
 ENER-BILL + (KWH X NON-EXMP)- FUEL = TAXABLE X RATE - DISCOUNT
 150.80 2145 .00699 52.70 113.09 .10000 11.31
 EQUIPMENT RENTAL
 SUB TOTAL 162.11
 CNTY 1% 1.51 SALES TAX 7% 10.56
 ** PRESS PF1 KEY TO ENTER NEW ACCOUNT TOTAL BILL 172.67

REV 03 RATE 70 SIC 6512 BILL MIN TOWN 041 COUNTY 052 DAYS 30 /
 TOTAL KWH 1,950 KW 9 MTR NUM 2960470 CUSTOMER CHARGE 15.44
 SERVICE ADDRESS 503 CLEVELAND ST DEMAND CR X
 ENER TYP KWH X RATE = CHARGE 20.23
 CHRG GSD 1950 .01229 23.970 LESS ENER CONSERV 3.74

DEMAND TYP KW X RATE = CHARGE TYP KW X RATE = CHARGE 49.05
 CHARGE GSD 9 05.450 49.050

VOLTAGE DISC

SUB TOTAL 84.74
 FUEL ADJUST .02457 X TOTAL KWH 1,950 47.91
 ENERGY CONSERVATION ADJ .00192 X 1,950 3.74
 RATE REDUCTION 84.74 X .01391- = 1.19- SUB TOTAL 135.21
 FRANCHISE FEE .05929 8.02
 UTILITY TAX ELECTRIC SERVICE BILL 143.23
 ENER-BILL + (KWH X NON-EXMP)- FUEL = TAXABLE X RATE - DISCOUNT
 143.23 1950 .00699 47.91 108.95 .10000 10.99
 EQUIPMENT RENTAL
 SUB TOTAL 154.13
 CNTY 1% 1.43 SALES TAX 7% 10.03
 ** PRESS PF1 KEY TO ENTER NEW ACCOUNT TOTAL BILL 164.16

RETAIL BILL CALCULATION 06/06/90 ACCOUNT 06 1100 18002 BILL MO 0590 METER 1
 REV 03 RATE 70 SIC 6512 BILL MIN TOWN 041 COUNTY 052 DAYS 30 /
 TOTAL KWH 2,621 KW 11 MTR NUM 2960470 CUSTOMER CHARGE 15.44
 SERVICE ADDRESS 503 CLEVELAND ST DEMAND CR X
 ENER TYP KWH X RATE = CHARGE 27.18
 CHRG GSD 2621 .01229 32.210 LESS ENER CONSERV 5.03

DEMAND TYP KW X RATE = CHARGE TYP KW X RATE = CHARGE 59.95
 CHARGE GSD 11 05.450 59.950

VOLTAGE DISC

SUB TOTAL 102.59 S
 FUEL ADJUST .02457 X TOTAL KWH 2,621 64.40
 ENERGY CONSERVATION ADJ .00192 X 2,621 5.03
 RATE REDUCTION 102.59 X .01391- = 1.43- SUB TOTAL 170.59 S
 FRANCHISE FEE .05929 10.11
 UTILITY TAX ELECTRIC SERVICE BILL 180.70 S
 ENER-BILL + (KWH X NON-EXMP)- FUEL = TAXABLE X RATE - DISCOUNT
 180.70 2621 .00699 64.40 134.62 .10000 13.46
 EQUIPMENT RENTAL
 SUB TOTAL 194.16 S
 CNTY 1% 1.80 SALES TAX 7% 12.65
 ** PRESS PF1 KEY TO ENTER NEW ACCOUNT TOTAL BILL 206.81 T

RETAIL BILL CALCULATION 06/06/90 ACCOUNT 06 1100 18002 BILL MO 0390 METER 1
 REV 03 RATE 70 SIC 6512 BILL-MIN TOWN 041 COUNTY 052 DAYS 30 /
 TOTAL KWH 4,290 KW 23 MTR NUM 2960470 CUSTOMER CHARGE 13.46
 SERVICE ADDRESS 503 CLEVELAND ST DEMAND CR X
 ENER TYP KWH X RATE = CHARGE 44.48
 CHRG GSD 4290 .01229 52.720 LESS ENER CONSERV 8.24
 DEMAND TYP KW X RATE = CHARGE TYP KW X RATE = CHARGE 125.35
 CHARGE GSD 23 05.450 125.350
 VOLTAGE DISC
 SUB TOTAL 185.29
 FUEL ADJUST .02457 X TOTAL KWH 4,290 105.41
 ENERGY CONSERVATION ADJ .00192 X 4,290 8.24
 RATE REDUCTION 185.29 X .01391 = 2.58- SUB TOTAL 296.36
 UTILITY TAX FRANCHISE FEE .05929 17.57
 ENER-BILL + (KWH X NON-EXMP) - FUEL = TAXABLE X RATE - DISCOUNT ELECTRIC SERVICE BILL 313.93
 313.93 4290 .00699 105.41 238.51 .10000 23.85
 EQUIPMENT RENTAL
 SUB TOTAL 337.78
 CNTY 1% 3.14 SALES TAX 7% 21.96
 ** PRESS PF1 KEY TO ENTER NEW ACCOUNT TOTAL BILL 359.74

Monthly kWh

RETAIL BILL CALCULATION 05/31/90 ACCOUNT 06 1100 18002 BILL NO 0490 METER
 REV 03 RATE 70/SIC 4512 BILL MIN TOWN 041 COUNTY 032 DAYS 30 /
 TOTAL KWH 2,376 KWH 11 MTR NUM 2960470 CUSTOMER CHARGE 15.
 SERVICE ADDRESS 503 CLEVELAND ST DEMAND CR X
 ENER TYP KWH X RATE = CHARGE 24.
 CHRC GSD 2376 .01229 29.200 LESS ENER CONSERV 4.56

DEMAND TYP KW X RATE = CHARGE TYP KW X RATE = CHARGE 59.
 CHARGE GSD 11 05.430 59.950
 VOLTAGE DISC

Monthly kW

FUEL ADJUST .02457 X TOTAL KWH SUB TOTAL 100
 2,376 58
 ENERGY CONSERVATION ADJ .00192 X 2,376 4
 RATE REDUCTION 100.05 X .01391- = 1.39- SUB TOTAL 161
 FRANCHISE FEE .05929 9
 UTILITY TAX ELECTRIC SERVICE BILL 171
 ENER-BILL + (KWH X NON-EXMF)- FUEL = TAXABLE X RATE - DISCOUNT
 171.18 2376 .00699 58.38 129.41 .10000 12
 EQUIPMENT RENTAL
 SUB TOTAL 184
 CNTY 1% 1.71 SALES TAX 7% 11
 ** PRESS PF1 KEY TO ENTER NEW ACCOUNT TOTAL BILL 196

*4th floor
DKM space*

FOURTH FLOOR, 1000 WEST 10TH STREET,
 MINNEAPOLIS, MINNESOTA 55401
 A GENERAL CONTRACTOR HAS BEEN
 HIRING TO CONSTRUCT THE FOURTH FLOOR
 OF THE ABOVE DESCRIBED BUILDING.

The above floor is shown on the *md* 1000 West 10th Street
 Building. The floor is shown on the attached plan
 as being 16,948 square feet. The floor is shown
 on the attached plan as being 16,948 square feet.
 The floor is shown on the attached plan as being
 16,948 square feet. The floor is shown on the
 attached plan as being 16,948 square feet.

Referring to Article 1 of the Lease Agreement and
 Article 2 of the Lease Agreement, this paragraph
 further states the netable square footage assigned
 to the tenant for property, called obligation purposes.

TABLE OF SQUARE FEET

	(East Side)	(West Side)
First Floor	6,871	460
Second Floor	3,711	6,941
Third Floor	6,118	4,175
Fourth Floor	---	---
Fifth Floor	---	5,470
Total	16,699	16,946
Grand Total	33,645	

Referring to Article 1 of Lease Agreement, Landlord's
 portion of monthly electrical bill shall be reduced by
 \$24,160.00 as defined by the attached electrical
 distribution survey of Amendment 3. Therefore,
 amount of Landlord's monthly electrical expense
 obligations shall now be \$1,919.07. Therefore, Tenant
 shall be obligated to reimburse Landlord for the
 monthly electrical obligation less \$8,919.07.

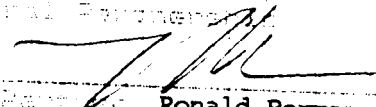
All other aspects of this lease are in full force and effect. In witness whereof, the Landlord and Tenant have signed this lease and delivered it at day and date of recording.

To the Landlord and

Patricia Huff

Janet D. Smith

Landlord's Deedman, Esq.
Arthur Associates, a firm of
General Partners

By: 
Paralegal Ronald Berman

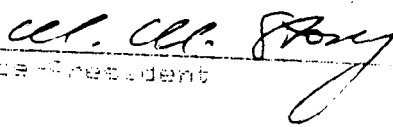
APPROVED
LEGAL 

To the Tenant

Carlene Lobst

Judy Meyer

Tenant's Church of Scientology
Filed Service Organization, Inc.

By: 
W. W. Story
Vice-President

FIFTH AMENDMENT TO LEASE

This Fifth Amendment to Lease made as of the 31st day of June, 1992 between COACHMAN DOWNTOWN CENTER ASSOCIATES, a Florida partnership, having an address at 503 Cleveland Street, Clearwater, Florida 34615 (hereinafter referred to as "Landlord") and CHURCH OF SCIENTOLOGY FLAG SERVICE ORGANIZATION, INC., a Florida corporation, having an address at 118 North Fort Harrison Avenue, Clearwater, Florida 34615 (hereinafter referred to as "Tenant").

W I T N E S S E T H

WHEREAS, by Office Lease Agreement dated April 10, 1990, Amendment dated April 26, 1990, Second Amendment dated April 29, 1990, Third Amendment dated March 2, 1992, and Fourth Amendment dated March 2, 1992 (collectively called the "Lease"), Landlord did demise and lease unto Tenant a total of (34,318 usable) 39,466 rentable square feet of office space on the first, second, third and fifth floors (the "Premises") of the Coachman Building located at 503 Cleveland Street, Clearwater Florida 34617 (hereinafter referred to as the "Building"), for a term that expired on May 31, 1992;

WHEREAS, Tenant wishes to renew the Term of the Lease for an additional twenty-four (24) months; and

WHEREAS, Landlord and Tenant wish to revise Rider 15(b) with regard to Tenant's renewal option; and

WHEREAS, Landlord and Tenant are willing to accommodate one another's desires in this regard.

NOW THEREFORE, in consideration of the premises and of the mutual agreements hereinafter set forth, Landlord and Tenant hereby agree to amend and supplement the terms of the Lease as follows:

1. Rider 15(b) is hereby deleted from the Lease. Tenant's renewal rights shall be only those set forth in this Fifth Amendment.

2. Landlord agrees that the term of the Lease shall be extended for a period of twenty-four (24) months commencing as of June 1, 1992 and expiring 11:00 p.m., prevailing time, on May 31, 1994 (the "Extended Term").

3. Commencing as of June 1, 1992, Tenant will pay Landlord as annual rent in accordance with the following:

<u>Time Period</u>	<u>Rate/rsf</u>	<u>Annual Amount</u>	<u>Monthly Amount</u>
6/1/92-5/31/94	\$12.72	\$502,007.52	\$41,833.96

4. In addition to such annual rent, Tenant will continue to pay the additional charges, as referenced in Rider 7 at the Landlord's prevailing rates for such charges throughout the Extended Term. Such charges include additional garbage pick-up, daylight custodial and after-hours Building usage.

5. With regard to Paragraph 9 of the Lease, in an effort to insure that the electric bill is equitable, Tenant agrees that an electrical survey will be done by an independent company. Such survey and its results will amend any amounts shown and agreed to in the Fourth Amendment to Lease and the rates thus determined will become effective as of June 1, 1992, the Commencement Date of the Extended Term. Upon agreement by Landlord and Tenant on the results of the survey, commencing with the next billing period, Landlord will invoice Tenant for its electric charges for the then

current month based upon such survey. The difference between the monthly amounts actually billed and the charges based on the survey retroactive to June 1, 1992 will be paid by Tenant in equal monthly installments together with Tenant's subsequent payments for electric usage.

6. All of the capitalized items used herein not specifically defined shall have the meaning given to such terms in the Lease.

7. Except as expressly amended herein the terms and conditions of the Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the day and date first set forth above.

WITNESS:

COACHMAN DOWNTOWN CENTER
ASSOCIATES, a Florida partnership,
Landlord

Patricia Huff

By: [Signature]
Ronald Berman, Managing Partner

APPROVED:
LEGAL [Signature]

ATTEST:
corporation,

CHURCH OF SCIENTOLOGY FLAG SERVICE
ORGANIZATION, INC., a Florida

Tenant

[Signature]

By: et. et. Story
Authorized Signature

Title: VICE PRESIDENT