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FORMING MISSION LICENSE

and FILES AGREEMENT

THIS AGREEMENT is made this 9 day of January 1987, by  
and between:

SCIENTOLOGY MISSIONS INTERNATIONAL, a California nonprofit religious  
corporation (hereinafter referred to as "SMI") and

Bennett Weber (Mission of New Jer  
(Name)

17 HADEN GEDGE Rd. Englewood, NJ 07631  
(Address)

(hereinafter referred to as the "MISSION HOLDER").

RECITALS

A. RELIGIOUS TECHNOLOGY CENTER, a California nonprofit religious  
corporation (hereinafter referred to as "RTC"), was formed to be the  
protector of the religion of Scientology and to maintain the purity and  
ethical use of the philosophy and technology of the religion.

B. CHURCH OF SCIENTOLOGY INTERNATIONAL, a California nonprofit religious corporation (hereinafter referred to as "CSI"), is the Mother Church and the highest ecclesiastical authority of the religion of Scientology.

C. SMI is the Mother Church for Missions of the religion of Scientology under the auspices and authority of CSI.

D. MISSION HOLDER intends to form a Mission to be known as the CHURCH OF SCIENTOLOGY MISSION OF New Jersey (hereinafter referred to as the "MISSION") and to be the Mission Holder of the MISSION, and has been determined by SMI to be qualified to form the MISSION and to be its Mission Holder.

E. MISSION HOLDER intends that the MISSION shall be organized as a nonprofit religious corporation.

F. SMI and the MISSION HOLDER intend that SMI and the MISSION shall enter into a license agreement in the form attached hereto as Exhibit A after incorporation of the MISSION, said form being hereinafter referred to as the "LICENSE AGREEMENT."

G. SMI and the MISSION HOLDER intend that SMI and the MISSION shall enter into an Ecclesiastical Files Contract in the form attached hereto as Exhibit B after incorporation of the MISSION, said form being hereinafter referred to as the "FILES CONTRACT."

H. MISSION HOLDER desires to form the MISSION and to commence the delivery of religious services prior to the incorporation of the MISSION and SMI desires to encourage the MISSION HOLDER so to do.

NOW, THEREFORE, SMI and the MISSION HOLDER agree as follows:

1. The foregoing Recitals and the Recitals in the LICENSE AGREEMENT and FILES CONTRACT are acknowledged to be true and are hereby made a part of this Agreement.

2. The MISSION HOLDER covenants and agrees to form the MISSION, to hold the post of Mission Holder of the MISSION, and to proceed with due diligence to meet the Minimum Standards stated in paragraph 4 of the LICENSE AGREEMENT.

3. SMI, with the approval of RTC and CSI, grants to the MISSION HOLDER for the benefit of the MISSION the right and license to use each and all of the Marks as defined and referred to in the LICENSE AGREEMENT in connection with services pertaining to the religion of Scientology, during the term of this Agreement.

4. The MISSION HOLDER covenants and agrees that all of the activities conducted by the MISSION HOLDER under this Agreement shall be for the sole benefit of the MISSION and not for the private benefit of the MISSION HOLDER as an individual.

5. The MISSION HOLDER covenants and agrees that during the term of this Agreement:

a. The MISSION HOLDER will faithfully perform and observe all of the covenants and conditions which are stated in the LICENSE AGREEMENT and which are to be performed and observed by the MISSION; and

b. All of the provisions of paragraphs 1 through 7 and 9 through 12 of the LICENSE AGREEMENT shall apply to and be binding upon the MISSION HOLDER, each reference therein to the MISSION being construed as a reference to the MISSION HOLDER acting for and on behalf of the MISSION.

c. The MISSION HOLDER will faithfully observe and abide by all of the covenants and agreements of the FILES CONTRACT, each reference therein to the MISSION being construed as a reference to the MISSION HOLDER acting for and on behalf of the MISSION.

6. The MISSION HOLDER covenants and agrees to proceed with due diligence to incorporate the MISSION as a nonprofit religious corporation with Articles of Incorporation and Bylaws in the forms set forth in Exhibits C and D attached hereto, or in such other forms as SMI in its sole discretion shall have approved in writing prior to incorporation, and shall complete such incorporation within 60 days after the date of this Agreement.

7. SMI covenants and agrees that SMI will execute and deliver the LICENSE AGREEMENT and FILES CONTRACT promptly after the incorporation of the MISSION.

8. The MISSION HOLDER covenants and agrees that the MISSION will execute and deliver the LICENSE AGREEMENT and FILES CONTRACT promptly after the incorporation of the MISSION.

9. The term of this Agreement shall begin on the date of this Agreement and shall end upon the first to occur of (1) the execution and delivery by SMI and the MISSION of the LICENSE AGREEMENT and FILES CONTRACT in accordance with paragraphs 7 and 8 of this Agreement and (2) any earlier termination of this Agreement pursuant to paragraph 10 below.

10. This Agreement shall be terminable by RTC, CSI or SMI without prior notice to or demand upon the MISSION HOLDER if the MISSION HOLDER shall fail to faithfully perform and observe all of the covenants and conditions which are stated in this Agreement and are to be performed and observed by the MISSION HOLDER, or if the MISSION HOLDER shall cease to be a Scientologist in good standing with SMI, or if the MISSION shall not have been incorporated or shall not have executed and delivered the LICENSE AGREEMENT and FILES CONTRACT within 60 days after the date of this Agreement.

11. Without limitation to the generality of paragraph 5.b above, MISSION HOLDER agrees that if this Agreement is terminated pursuant to

the preceding paragraph, MISSION HOLDER shall immediately cease all use of each of the Marks as described and defined in the LICENSE AGREEMENT, shall turn over all files as defined in the FILES CONTRACT and shall forever refrain from further use of any of said Marks or Files, unless and until formally reinstated hereunder.

12. This Agreement is the only Agreement between SMI and the MISSION HOLDER, and replaces all and any prior agreements, whether written or oral.

SCIENTOLOGY MISSIONS INTERNATIONAL

By *Bussell Robbin*  
Its President

By *Junda Cook*  
Its Secretary

*Samuel Baker*  
MISSION HOLDER