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LICENSE AGREEMENT-CSI/CC INT and the Celebrity Centre Churches
(Marks)

THIS AGREEMENT is made this 21ST day of NOVEMBER,
1994, by and between:

CHURCH OF SCIENTOLOGY INTERNATIONAL, a California non-profit religious corporation (hereinafter referred to as "CSI"); and

Church Of Scientology Celebrity Centre International, a California non-profit religious corporation (hereinafter referred to as "CC INT").

RECITALS

A. Religious Technology Center, a California non-profit 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, including the services and the products associated with the religion, and to own the service marks and trademarks associated with those services and products, with all of the rights and responsibilities that are incident to and required by ownership in order to maintain their validity,

to protect the exclusivity of their use by faithful organization of the religion of Scientology, and to insure that the nature and quality of all services and products that are associated with the service marks and trademarks are in accordance with the writings and recorded spoken words of L. Ron Hubbard, the Founder of the religion (hereinafter "LRH", whose writings and recorded spoken words with respect to Scientology and the organizations formed for the purposes thereof hereinafter are referred to as "the Scientology Scriptures").

B. CSI is the Mother Church and the highest ecclesiastical authority of the religion of Scientology, and is and has been committed and dedicated to the advancement and dissemination of the religion of Scientology in accordance with the Scientology Scriptures, through the organizations of the religion of Scientology, including the Missions that are under its ecclesiastical control and supervision.

C. RTC is the owner by assignment from LRH of certain service marks and trademarks formerly owned by LRH and pertaining to the religion of Scientology, DIANETICS spiritual healing technology, SCIEN TOLOGY applied religious philosophy, and organizations and operations related thereto, including the name, initials and parts of the name of LRH, and the marks

identified in the list attached hereto and identified as Exhibit A (hereinafter referred to as "the Marks"), and of the goodwill associated with the Marks.

D. RTC is the owner by assignment from LRH of registrations of certain of the Marks in many countries of this planet, and of pending applications for registrations, and of the goodwill associated with the Marks shown in those registrations and applications for registrations.

E. RTC has filed applications for registration, and has obtained registrations, of other marks pertaining to the religion of Scientology, DIANETICS spiritual healing technology, SCIENTOLOGY applied religious philosophy, and organizations and operations relating thereto, which registrations, applications and all registrations that issue on those applications are included in the Marks.

F. RTC and CSI have entered into a formal agreement granting CSI and the Celebrity Centre Churches of the religion of Scientology (hereinafter "the Celebrity Centre Churches") under the ecclesiastical supervision and control of CSI the right to use the Marks in connection with services and limited products.

G. CC INT is the Mother Church and managing organization for the Celebrity Centre Churches, under the auspices and authority of CSI, and wishes to use the Marks, as a related organization of CSI under CSI's ecclesiastical supervision and control, and to supervise and control the use of the Marks by the Celebrity Centre Churches.

NOW, THEREFORE, in consideration of the following grant and mutual promises, and other good and valuable consideration, the parties agree as follows:

1. Grant

a. CSI, with the approval of RTC, grants to CC INT the right and license to use each and all of the Marks in connection with services pertaining to the religion of Scientology rendered by CC INT and the Celebrity Centre Churches, and in connection with products of the limited nature defined in subparagraph d.

b. This grant extends to all activities of CC INT and the Celebrity Centre Churches with respect to the religion of Scientology that are under the ecclesiastical supervision and control of CSI and the managing authority of CC INT, so long as CC INT and the Celebrity Centre Churches expressly agree and covenant to respect and abide by the terms and conditions of this grant, including recognition and acceptance of RTC as the owner and protector of the Marks, with the rights and responsibilities that accompany ownership.

c. This grant does not include the right to authorize or to license the use of the Marks by other entities of any kind, and the granting of further licenses is expressly prohibited.

d. This grant is limited to use of the Marks in connection with services and in connection with products such as publications that are individually approved by CSI and directly related to the promotion of the services of CC INT and the Celebrity Centre Churches licensed hereunder. The right to sell products, including books and other publications, embodying or bearing the Marks, except products obtained by or through LRH or another source authorized by LRH or RTC, is expressly excluded from this grant.

2. Consideration And Expense Reimbursement

The only consideration required of CC INT and the Celebrity Centre Churches for the grant herein made is the acknowledgement, as a condition of this license, of the prior and continuing commitment to the full and faithful performance of the promises made herein, particularly including the promise to actively use the Marks in advancing and disseminating the religion of Scientology in accordance with the Scientology Scriptures, and to promote and protect the religion of Scientology and the image of LRH, as the Founder, under and in connection with the Marks.

3. Control and Supervision

a. The governing standards for the nature and quality of all services rendered under and in association with the Marks shall be the Scientology Scriptures, as they exist upon the effective date of this Agreement. Additional writings and recorded spoken words of LRH may be added to the Scientology Scriptures, and to the governing standard of this Agreement, as they come into existence and are adopted by CSI.

b. CSI shall have the right to disseminate standards, specifications and guidelines for the proper use and display of the Marks, and CC INT shall insure that all of the Celebrity Centre Churches, and all of their staff, members, employees, parishioners and congregants shall follow and abide by all such standards, specifications and guidelines. All standards, specifications and guidelines presently in use by the Celebrity Centre Churches shall remain in effect until changes are disseminated by CSI.

c. Neither CC INT nor any of the Celebrity Centre Churches shall engage in any activity that is in conflict with or hostile to the Scientology Scriptures, or hostile to or derogatory to LRH, nor use any of the Marks on or in connection with any matter that is not part of, or related to, the religion of Scientology, or the approved services of SCIENTOLOGY applied religious philosophy and DIANETICS spiritual healing technology.

d. CSI and RTC shall have the right to monitor all operations of CC INT and the Celebrity Centre Churches with respect to the Marks, inspect all books, records and facilities pertaining to use of the Marks and receive sample specimens and summaries of literature, publications and products using the Marks, in reasonable numbers and with reasonable frequency, to insure compliance with all standards, specifications and guidelines.

e. CSI may, if it ever deems it necessary or advisable, send a corrective mission to CC INT or any of the Celebrity Centre Churches to correct any deviation from the standards, specifications or guidelines of this Agreement, and CC INT shall reimburse CSI for all of its costs of the corrective mission (or require the Celebrity Centre Churches to do so), including travel and living costs of personnel and the time of such personnel, at rates not to exceed the then prevailing rates charged by CSI for corrective missions.

4. Minimum Standards

In addition to the standards that have been stated, the minimum requirements for qualification to use the Marks by a Celebrity Centre Church shall include:

a. Establishment of a religious body and entity for the advancement and dissemination of the religion of Scientology, pursuant to the Scientology Scriptures;

b. Maintenance of sufficient trained staff to effectively minister to all parishioners and congregants;

c. Proper and effective display of the Marks and the religious symbols of the religion of Scientology, to enhance and preserve the image of Scientology as a religion, including display of a certificate or charter supplied by CC INT and approved by CSI;

d. Offering of religious services, hearing of confessionals for executives, staff and parishioners, and publication and distribution of religious literature and other sectarian aids to propagate and disseminate the religion of Scientology;

e. Subject to local laws, satisfaction of all requirements for tax exempt status as a religious charitable organization;

f. Maintenance of financial responsibility and solvency at all times; and

g. Entry into a formal written agreement with CC INT containing covenants to fulfill and abide by the terms of this Agreement with respect to the Marks.

5. Enforcement

RTC and CSI are responsible for the enforcement of rights under the Marks against any unauthorized or improper use. CC INT and the Celebrity Centre Churches shall report to CSI all unauthorized or improper use that comes to their

attention, and shall render all assistance that may be required in correcting or terminating such use, but shall not initiate any legal action without the express written permission of CSI or RTC.

6. Indemnity and Disclaimer

a. CC INT acknowledges its full responsibility, and that of the Celebrity Centre Churches, for the ethical and proper use of the Marks and the philosophy and technology of the religion of Scientology according to the Scientology Scriptures, and covenants that neither it nor any of the Celebrity Centre Churches, or any of their staff, members, employees, parishioners or congregants will make any claim against RTC, CSI, LRH or any person associated with RTC, LRH or CSI. CC INT and each of the Celebrity Centre Churches shall indemnify and hold harmless RTC, LRH, CSI and all of their agents, employees, representatives, heirs, successors and assigns, from and against all liabilities, claims and actions of any kind, and costs, including attorneys' fees, which arise from or relate to the use of the Marks, or relate to or arise from any of the services or products associated with the Marks

b. The Scientology Scriptures contain a record of research and observation of LRH into the nature of the human mind and spirit and a spiritual guide intended to assist persons to become more aware of themselves as spiritual beings, restoring respect for self and others, and not for treating or

diagnosing human ailments of body or mind nor for engaging in teaching or practicing medical arts or sciences. Neither RTC, CSI nor LRH makes any claim that the nature or purpose of the Scientology Scriptures exceeds this description or that the Scientology Scriptures will have any particular effect on any particular parishioner.

c. CC INT hereby acknowledges and agrees to the disclaimer of the preceding paragraph, and shall require the same of each of the Celebrity Centre Churches that is authorized to use the Marks under this Agreement.

d. CC INT and the Celebrity Centre Churches, and their staff, members, employees, parishioners and congregants shall require all individuals who receive training or counseling services under the Marks to sign a disclaimer in the form attached as Exhibit B.

7. Names And Ownership

CC INT and the Celebrity Centre Churches may make appropriate use of the Marks in their names, but acknowledge and agree that:

a. This Agreement rescinds and replaces all previous agreements with respect to the Marks, and CC INT and the Celebrity Centre Churches have no rights of any kind with respect to any of the Marks except those rights that are granted by this Agreement;

b. The Marks shall not become part of the assets of CC INT or the Celebrity Centre Churches, and all use by CC INT

and the Celebrity Centre Churches of any of the Marks, in their names and otherwise, is and shall be pursuant to this Agreement alone, and shall support the ownership of the Marks by RTC with the same effect as if RTC had itself made that use; and

c. If this Agreement ever is terminated for any reason CC INT and the Celebrity Centre Churches shall immediately cease all use of each of the Marks, in their names and otherwise, and shall forever refrain from further use of any of the Marks, unless and until formally reinstated hereunder.

8. Enforcement of Obligations of Performance

a. This Agreement shall be perpetual in term, and shall be terminable by RTC and CSI as to CC INT or any Celebrity Centre Church only for cause, and only after arbitration as provided herein has determined that no other effective alternative is available. At its discretion, RTC may, however, immediately suspend the right of CC INT or any Celebrity Centre Church to use any of the Marks pending arbitration, if CC INT or the Celebrity Centre Church is not using the Marks, or is misusing any of the Marks in a manner that places the validity or enforceability of any of the Marks in serious danger under applicable laws.

b. As a condition of this license, CC INT agrees that any dispute which arises out of or relates to this Agreement shall be determined by arbitration at Los Angeles, California, or such other location upon which the parties to the dispute

may agree. In the event of arbitration, the parties to the dispute shall attempt to agree upon a single arbitrator to hear the dispute. If they are unable to do so, each party shall select a separate arbitrator, and the two arbitrators so selected shall choose a third arbitrator. Each arbitrator shall be a member in good standing of a Church or Celebrity Centre Church of the religion of Scientology, and shall be familiar with the Scientology Scriptures, and in particular, those Scientology Scriptures pertaining to the Scientology ethics and justice system of the Churches of Scientology. All such arbitration shall be conducted in accordance with the Scientology ethics and justice system, and the decision of the arbitrator or arbitrators shall be final.

c. RTC and CSI, subject to the decisions in arbitration, shall have the authority to assess and collect monetary fines from CC INT or any of the Celebrity Centre Churches, in amounts that are commensurate with the circumstances. RTC also shall have the right, as a last resort after all other measures have proved unsuccessful, to terminate the right of CC INT or any of the Celebrity Centre Churches to use the Marks.

d. If CC INT or any of the Celebrity Centre Churches ever fall into hostile hands or engages in or condones propaganda against the Marks, the religion or organizations of Scientology, or LRH, or fails to hear confessionals of its executives, staff and parishioners, or if it conducts itself in such a way as to

endanger the name or repute of RTC, CSI or LRH, or involves RTC, CSI or LRH or any of their agents in public litigation, this license is subject to cancellation.

9. Registrations and Recordings

Upon the request of RTC, CC INT and the Celebrity Centre Churches shall execute and deliver to RTC any license agreements, registered user agreements, and other documents that RTC deems necessary or desirable for the purpose of registering or recording this Agreement or the rights of either party under this Agreement, in any country on this planet. CC INT and the Celebrity Centre Churches shall assign to RTC or cancel (at RTC's option), any registrations or agreements of CC INT or the Celebrity Centre Churches that are in conflict with RTC's ownership of any of the Marks or registrations.

10. Lack of Agency

Neither party shall be deemed to be the agent, joint venturer, or partner of the other, or of LRH or RTC, and neither shall have the authority to act in behalf of the other or for RTC or LRH in any matter, including acceptance of service of process.

11. Governing Law

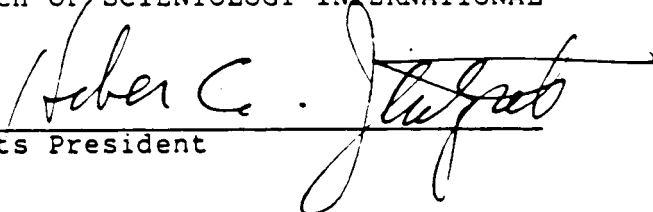
This Agreement shall be interpreted according to the laws of the State of California, United States of America.

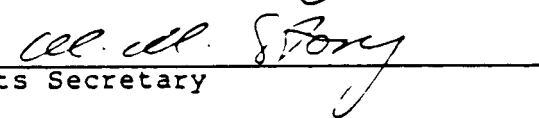
12. Assignability and Binding Effect

a. This Agreement is personal to CC INT and the Celebrity Centre Churches, and the rights and obligations hereunder shall not be assignable or otherwise transferrable by CC INT or the Celebrity Centre Churches, in whole or in part, without the prior written approval of CSI. In the event of any attempted assignment or transfer by CC INT or any Celebrity Centre Church of its rights under this Agreement, whether voluntary or involuntary, all rights of CC INT and any Celebrity Centre Church with respect to the Marks shall immediately terminate.

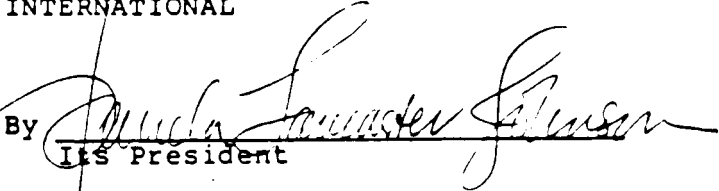
b. This Agreement shall be binding upon and for the benefit of the successors, assigns and legal representatives of CSI.

CHURCH OF SCIENTOLOGY INTERNATIONAL

By 
Its President

By 
Its Secretary

CHURCH OF SCIENTOLOGY CELEBRITY CENTRE INTERNATIONAL

By 
Its President

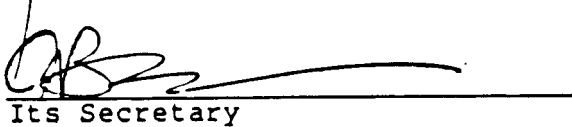
By 
Its Secretary

EXHIBIT A
TRADEMARKS
(WORD MARKS)

ABILITY

APPLIED PHILOSOPHY

COMMUNICATION MAGAZINE

DIANETICA

DIANETICS

DIANETIK

E-METER

HASI

HCO

LA DIANETIQUE

LA SCIENTOLOGIE

LRH

L.R.H. SCIENTOLOGY

L. RON HUBBARD

HUBBARD

GYTETSUGAKU

SCIENTOLOGI

SCIENTOLOGIA

SCIENTOLOGY

SCIENTOLOGY E-METER

STANDARD DIANETICS

UNDERSTANDING

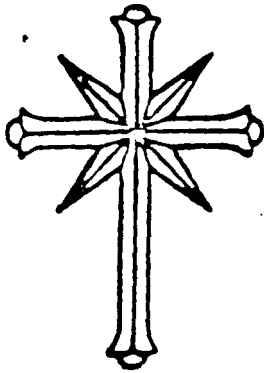
TRADEMARKS
(DEVICE & DESIGN MARKS)



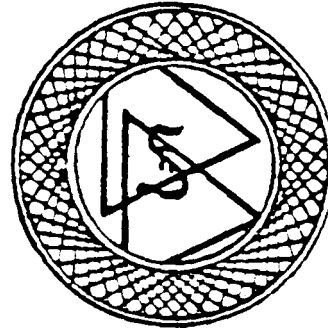
DIANETICS
SYMBOL



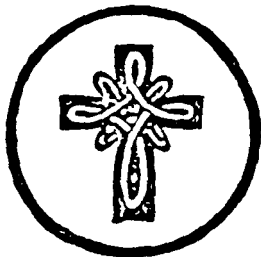
S & R IN DOUBLE TRIANGLE
RELEASE PIN



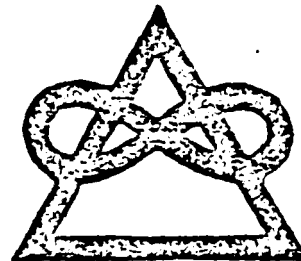
SCIENTOLOGY CROSS
(Pointed)



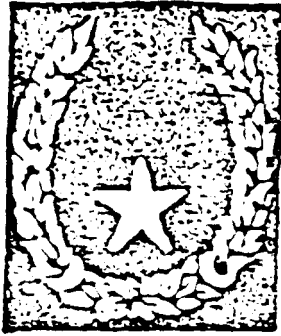
S & R IN DOUBLE TRIANGLE
IN TWO CIRCLES



SCIENTOLOGY CROSS
(Rounded)
Also: SCN MINISTER'S CROSS



DIV VI SYMBOL



STAR & WREATH

A handwritten signature in cursive script, appearing to read "L. Ron Hubbard".

L. RON HUBBARD (Signature)



OT SYMBOL



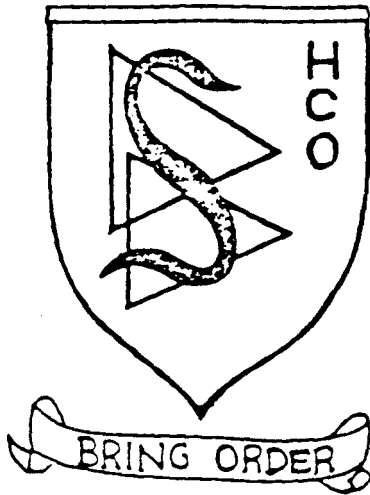
POWER PIN



SEA ORG SYMBOL



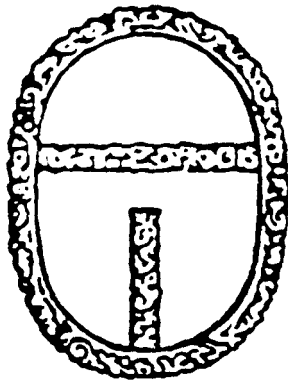
E-METER SYMBOL
(HCO Symbol)



HCO HASI BADGE



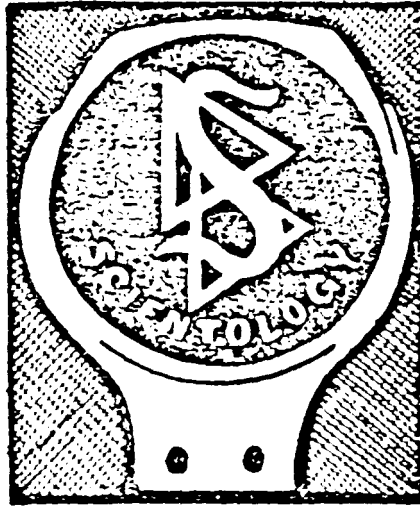
SCN SYMBOL



OT SYMBOL IN WREATH



CLASS VI BADGE



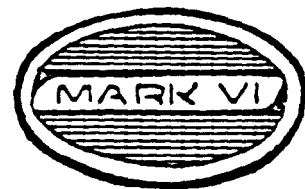
CAR BADGE "S"



LRH Initials (signature)



CLASS IV BADGE



MARK VI SYMBOL

EXHIBIT A-2 (OCTOBER 1984)

FALSE PURPOSE RUNDOWN
HCO SCIENTOLOGY
CAUSE
HIGH WINDS
SEA ORGANIZATION
SEA ORG
PURPOSE
THE AUDITOR
HAPPINESS RUNDOWN

EXHIBIT A-3 (OCTOBER 1984)

CIENCILOGIA
SCIENTOLOGY (IN GREEK)
DIANETICS (IN GREEK)
SCIENTOLOGY (IN HEBREW)
DIANETICS (IN HEBREW)
CENTRO DE CELEBRIDADES
SCIENTOLOGY (IN URDU)
DIANETICS (IN URDU)
SCIENTOLOGY (IN CYRILLIC)
DIANETICS (IN CYRILLIC)
SCIENTOLOGY (IN ARABIC)
DIANETICS (IN ARABIC)
SCIENTOLOGY (IN HINDI)
DIANETICS (IN HINDI)
SCIENTOLOGY (IN CHINESE)
DIANETICS (IN CHINESE)
SCIENTOLOGIE
DIANETIQUE
DIANETIKK



AOSH EU symbol



ACSH UK symbol



Class IV orgs



CSC symbol



FSO symbol



CSI symbol

CC 611

EXHIBIT A-2 (April 1984)

LIST OF TRADEMARKS

HQS

AUDITOR

REALITY

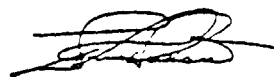
UNDERSTANDING

STUDENT HAT

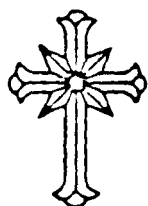
NEW ERA



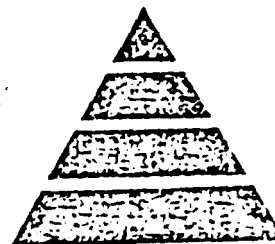
SEA ORGANIZATION



DIANETICS



SCIENTOLOGY



Class IV Corps

EXHIBIT A-2

ARC STRAIGHTWIRE

HRD

NED

BOOK 1

BOOK ONE

SUNSHINE RUNDOWN

THE BRIDGE

METHOD ONE

HAPPINESS RUNDOWN

SCIENTOLOGIST

DISCLAIMER
(With Waiver)

1. The undersigned hereby acknowledges that:

a. The writings of L. RON HUBBARD ("LRH") are a record of observation and research by him into the nature of the human mind and spirit. These writings contain a spiritual and religious guide intended to assist persons to become more aware of themselves as spiritual beings, restoring respect for self and others, and not for treating or diagnosing human ailments of body or mind nor for engaging in teaching or practicing medical arts or sciences. Neither LRH nor any of the organizations which espouse, present, propagate or practice the religion of Scientology, or SCIENTOLOGY applied religious philosophy, or DIANETICS spiritual healing technology, makes any claim that the nature or purpose of the religion of Scientology, or of SCIENTOLOGY applied religious philosophy, or of DIANETICS spiritual healing technology, or the writings of LRH, exceed this description or that the application of any of them will have any particular effect on any particular person.

b. The undersigned relies solely on the single organization specifically involved, without the participation of any other person or entity, for the ethical and proper delivery of the religion of Scientology, SCIENTOLOGY applied religious philosophy and DIANETICS spiritual healing technology.

2. The undersigned hereby waives any claim against LRH, all other organizations, and the agents, employees, representatives, predecessors, successors, assigns, and affiliates of all of them, which is inconsistent with the preceding paragraphs, and will hold them harmless from any related or resulting cost or liability, including attorneys fees.

DATED: _____

EXHIBIT B