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**AGREEMENT FOR SERVICES**

PARTIES TO THIS AGREEMENT. The parties to this AGREEMENT FOR SERVICES (hereinafter "this Agreement") are the CHURCH OF SCIENTOLOGY INTERNATIONAL, an entity created under the non-profit corporation laws of California, and qualified to do business in California at 6331 Hollywood Boulevard (hereinafter "CSI") and the CHURCH OF SCIENTOLOGY *(Foundation) Flag Ship Service Org* (hereinafter "the Recipient Church").

RECITALS

A. FACTS GIVING RISE TO THIS AGREEMENT. Both CSI and the Recipient Church are corporations having as their purpose the dissemination and advancement of the goals, tenets, doctrines, codes, Creed, policies and practices of the religion of Scientology as presented in the writings, teachings, and spoken words of its Founder, L. Ron Hubbard, hereinafter collectively referred to as "the Scriptures".

B. SERVICES PROVIDED BY CSI. CSI operates and maintains a highly reputed college which provides the most advanced education available to Scientology ministers and ministerial students anywhere in the world. CSI's training is designed to impart to and forever maintain in its graduates the highest ability to deliver standard Scientology.

Additionally, CSI's college is available for training of students who wish to undertake individual refresher and/or specialist courses. Further, when such is warranted by the circumstances, CSI instructors may travel to other Churches and affiliated organizations to provide educational instruction and assistance. Also, CSI provides consultancy services to those Churches desirous of such in connection with the propagation, application and administration of Scientology.

AGREEMENT

1. RECITALS. The recitals are hereby made part of this Agreement and are acknowledged to be true.
  
2. CSI will enroll in its college such applicants as may be designated by Recipient Church from time to time. Recipient Church shall make its selection of applicants on the basis of merit and suitability in accordance with the enrollment criteria established by CSI from time to time.
  
3. CSI will provide all necessary refresher and/or specialist courses to such applicants as may be designated by Recipient Church from time to time. Recipient Church shall make its selection of applicants on the basis of merit, and suitability in accordance with the enrollment criteria established by CSI from time to time.

4. As and when needed and desired by Recipient Church, CSI will, personnel resources permitting, dispatch a sufficient number of instructors (Missionaires) to Recipient Church to provide educational instruction and assistance.

5. CSI agrees to make available to Recipient Church in written form such developments in the religious doctrine, tenets, practice and administration of Scientology as may occur from time to time so as to ensure the purity and uniformity of the practice of Scientology by Recipient Church, and any supporting implementation and/or rectification programs which may be of use to Recipient Church in its application of Scientology.

6. Finally CSI agrees to provide such promotional assistance, administrative consultancy, and operational reviews as may be needed to facilitate the continued expansion of Recipient Church.

7. The Recipient Church agrees that it will cause to be prepared and submitted to CSI such information, technical data and reports which CSI deems helpful to fulfill its obligations hereunder.

8. As an exchange for all services provided to it by CSI pursuant to this Agreement, the Recipient Church agrees

that it will pay to CSI reasonable compensation as shall appear upon detailed billings rendered by CSI from time to time to the Recipient Church for services so provided.

9. The Recipient Church recognizes that the purpose of this Agreement is to enable it to disseminate and practice Scientology, and the Recipient Church recognizes the important role of CSI in maintaining the purity and quality of Scientology. Accordingly, in the event that CSI determines that the Recipient Church is not utilizing or implementing properly the Scriptures, then the Recipient Church shall promptly take such corrective action as shall be appropriate under the circumstances; and if it fails to do so then CSI shall have the right to terminate this Agreement. Termination of this agreement by CSI shall relieve CSI of all obligations hereunder, but shall not relieve Recipient Church from its obligations with respect to all billings rendered by CSI for services provided hereunder prior to such termination.

10. The Recipient Church covenants and agrees with CSI that the Recipient Church shall take no action in violation of any applicable law or of the Articles of Incorporation or Bylaws of the Recipient Church, and shall not fail to take any action required by any such law or by its Articles of Incorporation or Bylaws, on the basis of any advice or instruction given by CSI pursuant

to this Agreement; covenants and agrees with CSI that the Recipient Church will promptly inform CSI in writing in the event that any advice or instruction given by CSI to the Recipient Church or any of its agents or employees cannot be implemented by the Recipient Church consistently with all such laws and the provisions of its Articles of Incorporation and Bylaws; and covenants and agrees with CSI that the Recipient Church will and its successors and assigns shall indemnify and hold harmless CSI and its successors from and against all claims, demands and damages in any way arising out of any action or failure to act by the Recipient Church or any of its agents or employees, by reason of or alleged to be the result of this Agreement or any advice or instruction given by CSI to the Recipient Church pursuant to this Agreement. The obligations of the Recipient Church under this paragraph 10 shall continue despite termination of this Agreement by lapse of time or for cause.

11. This Agreement represents the entire agreement and understanding between the parties hereto with respect to the subject matter hereof. This Agreement shall be interpreted under the statutes and legal decisions of the State of California.

12. This Agreement shall run initially until December 31, 1989. Unless terminated by thirty (30) days written

notice by either party or prior to the stated termination day hereof, this Agreement shall automatically renew for a period of one year, from year to year.

13. Anything to the contrary herein above stated notwithstanding, and in consideration of the fact that the parties hereto are Scientology organizations, the parties covenant and agree that disputes hereunder shall be resolved in accordance with applicable ecclesiastical policy of the Church of Scientology, including, but not limited to, policies relating to the convening of Committees of Evidence and the doctrines and procedures of Scientology ethics and justice, and the parties, in furtherance of the foregoing, agree that no dispute hereunder shall be taken to any arbitration, civil court or other governmental administrative agency unless said ecclesiastical policies are first pursued and found to be inadequate or insufficient to resolve such dispute. Further, the parties agree that if any dispute is not resolved in accordance with the foregoing then such dispute shall be referred to binding arbitration under the auspices of the Los Angeles office of the American Arbitration Association. The arbitrator shall have authority to award to the prevailing party in such proceedings its costs and legal fees reasonably incurred.

14. This Agreement may not be changed, modified or amended except by an agreement in writing by the party to be bound thereby.

IN WITNESS WHEREOF, this Agreement has been duly executed this 3rd. day of June, 1989.

CHURCH OF SCIENTOLOGY  
INTERNATIONAL

BY [Signature]  
Secretary

CHURCH OF SCIENTOLOGY  
(FOUNDATION) FLAG SHIP SERVICE ORG

BY [Signature]