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WORLD INSTITUTE OF SCIENTOLOGY ENTERPRISES

LICENSE AGREEMENT

(Educational Services)

This Agreement is made this 20th day of JUNE, 1991 by and between:

WORLD INSTITUTE OF SCIENTOLOGY ENTERPRISES, a California non-profit religious corporation having an office at 6331 Hollywood Boulevard, Suite 701, Los Angeles, California 90028-6313 (hereinafter referred to as "WISE"), and

HUBBARD COLLEGE OF ADMINISTRATION, a California non-profit public benefit corporation having an office at 3540 Wilshire Boulevard, Suite 810, Los Angeles, California 90010 (hereinafter referred to as "COLLEGE").

RECITALS

A. WISE is a nonprofit religious corporation one of whose purposes is the uniting of businesses, professional individuals and organizations of all kinds that use the technology discovered, developed and refined by L. Ron Hubbard (LRH) for administrative, business and improvement purposes ("LRH administrative technology").

B. LRH originated and used, both personally and through licensees operating under his supervision, service marks and trademarks for goods and services relating to the religion of Scientology and the organizations and operations thereof, including the marks that are described on Exhibit "A" attached hereto and by this reference made a part hereof ("Marks"). LRH assigned the Marks and all registrations and applications for registration thereof to Religious Technology Center, a California nonprofit religious corporation ("RTC"), for use and licensing by RTC in connection with the religion of Scientology but reserved certain rights to license and contract with others to make appropriate use of the Marks in connection with administrative technology services based upon the secular application of the technology of LRH in non-religious fields.

C. Norman F. Starkey, Trustee of Author's Family Trust, as successor in interest to LRH ("Trustee") has granted exclusive licenses for the publication of certain literary works of LRH by New Era Publications International ApS ("NEPI") and Bridge Publications, Inc. ("BPI") for their respective marketing areas, and the Trustee has

granted to WISE a license for itself and its members for the publication of collective and derivative works of and from the literary works of LRH as described in Exhibit "B" attached hereto and by this reference made a part hereof ("Works"), and for appropriate use of the marks and the Works in connection with LRH administrative technology, with the consent of NEPI and BPI.

D. COLLEGE has been established to operate exclusively for the purpose of providing education in the administrative technology discovered, developed and refined by LRH, both directly and through affiliated colleges located throughout the world. COLLEGE wishes to obtain a special license under the rights that have been granted to WISE so that COLLEGE may accomplish its educational objectives.

E. WISE, with the special consent of the Trustee, is willing to extend such a license to COLLEGE pursuant to the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein by this reference, and of the mutual covenants and conditions contained herein, the parties agree as follows:

1. Grant of Rights.

a. Educational Services. WISE hereby grants to COLLEGE the non-exclusive right and license to use the Marks and the Works in connection with services that relate to LRH administrative technology that are educational as defined in Section 501(c)(3) of the Internal Revenue Code.

b. LRH Name. LRH used his name, initials and parts thereof as marks, and reserved all rights of an individual to continue using his name, initials and parts thereof in reference to himself and his works. The grant in Paragraph 1.a includes the right to use HUBBARD as part of the name of COLLEGE, as "Hubbard College of Administration", in connection with the educational services of COLLEGE and in the advertising and promotion of those services by COLLEGE, and the right to use his name in an authorized manner in reference to LRH and his works, but does not include the right to apply his name, initials or parts thereof to any other product, service or material as an indication of source, authorship or sponsorship.

c. Limitations On Services. The grants in Paragraphs 1.a and 1.b are limited to the use of the Marks and the Works in connection with educational services relating to LRH administrative technology and do not include

the right to use the Marks or the Works in connection with services of other kinds, such as business consulting services or religious services.

d. Sublicenses for Colleges. College may grant sublicenses under this License Agreement for the use of the Marks and the Works in connection with educational services relating to LRH administrative technology by local colleges, but only to colleges that are organized and operated exclusively for educational purposes as described in Section 501(c)(3) of the Internal Revenue Code and that are at least Corporate or Company Members of WISE in good standing. All such local colleges shall operate under the supervision of COLLEGE and under the name "HUBBARD COLLEGE OF ADMINISTRATION OF _____" (with the geographical location of the local college in the blank to complete the name.)

e. Membership in WISE. WISE has granted to COLLEGE corporate membership in WISE, and has waived all fees from COLLEGE. Continued membership of COLLEGE in WISE is subject to compliance by COLLEGE with the terms and conditions of corporate membership.

2. Control and Supervision.

a. Quality Control. WISE, the Trustee and RTC, to the extent required of a trademark owner, reserve the right to control the quality and nature of the following:

(1) All materials produced by College which display or otherwise utilize the Marks;

(2) All materials based upon or using the Works; and

(3) All services rendered by COLLEGE under the Marks.

Without limiting the generality of the foregoing, this right of control includes:

(1) The right of WISE and the Trustee to inspect and approve, before publication, the nature, content and quality of all materials to be associated in any way with any of the Marks, or with the name or initials of LRH, or parts thereof, and to reject any materials deemed to be unsuitable or inappropriate; and

(2) The right to inspect and approve, before publication, all advertising and promotional materials relating to any materials or services to be associated in any way with any of the Marks, or with the name or initials

of LRH, or parts thereof, and to reject or rewrite any advertising or promotional materials deemed to be unsuitable or inappropriate.

(3) The right of WISE, with the approval of RTC, to prescribe standards and specifications for all materials bearing any of the Marks, and all services to be associated with the Marks, and guidelines for the manner of use and display of the Marks. Until such time as WISE issues new standards and guidelines, those presently in existence shall remain in full force and effect.

c. Right to Inspect. WISE, the Trustee and RTC shall have the right, at reasonable times, to inspect all premises where COLLEGE produces materials bearing any of the Marks. Upon request (but not more than once during any three (3)-month period), COLLEGE shall furnish to WISE at least three (3) samples of all materials on which any of the Marks is in use.

d. Approval of New Materials. Before introducing any new material bearing any of the Marks, COLLEGE shall submit three (3) specimens of such material to WISE, showing the Marks as they are to be used, for approval.

Approval of Promotional Materials Using or Based on the Works. The Trustee reserves the right of prior approval regarding all advertising and promotional materials using or based on the Works, and reserves the right to impose restrictions and conditions.

3. Consideration.

a. The only consideration required from COLLEGE for the grants made in this License Agreement is the full and faithful performance of the obligations of this License Agreement and the use of its best efforts and due diligence in promoting and providing educational services relating to LRH administrative technology. With the consent of the Trustee and RTC, no royalties are required for the use of the Marks and the Works by COLLEGE in connection with the educational services of COLLEGE.

b. This License Agreement does not grant to COLLEGE any rights to make or publish compilations or derivative works of and from the Works. A separate license is required for such rights.

4. Enforcement of Trademarks and Copyrights.

a. Unauthorized or Improper Use. COLLEGE shall inform WISE promptly with respect to any unauthorized or

improper use of the Marks or Works that comes to the attention of COLLEGE. COLLEGE shall not take any legal action to enforce any rights in any of the Marks or the Works.

b. Trademark Enforcement. MEMBER shall have no rights to take any legal action based upon the Marks, and shall have no rights to any proceeds of any legal action.

c. Action by Trustee, NEPI or BPI. In the event that the Trustee, NEPI or BPI decides to take any enforcement action with respect to unauthorized or improper use of the copyrights, COLLEGE shall cooperate fully with the Trustee, NEPI or BPI in all such actions. COLLEGE shall have no right to any proceeds of such enforcement actions.

5. Proper Use of Trademarks and Copyrights.

a. Proper Use. COLLEGE acknowledges COLLEGE's full responsibility for the proper use of the Marks and copyrights that are licensed under this Agreement, and for the materials produced and educational services rendered pursuant to this Agreement, and covenants that neither COLLEGE nor any of COLLEGE's agents, employees or affiliates will make any claim against WISE, the Trustee, RTC or any person employed by or affiliated with any of the foregoing. COLLEGE shall indemnify WISE, the Trustee and RTC, and their respective agents, officers, directors, employees, representatives, successors, assigns and affiliates, and hold them harmless from and against all costs, liabilities, claims and actions of any kind, including attorneys' fees and court costs, which arise from or relate to any activity of COLLEGE under this Agreement. All such claims and actions shall be defended at the expense of COLLEGE through legal counsel acceptable to WISE, the Trustee and RTC.

b. Disclaimer. COLLEGE shall include in all published works and other materials based upon or using the Works an appropriate disclaimer, in a form approved by WISE, unless use of a disclaimer has been waived by the Trustee.

6. Ownership.

COLLEGE acknowledges and agrees that all of the Marks are owned by RTC (subject to a reservation of rights) and that all of the Works are owned by the Trustee; and that all uses of the Marks by COLLEGE shall support the ownership of the Marks by RTC as if those uses were made directly by RTC.

7. Best Efforts.

COLLEGE acknowledges and agrees that, in accepting

the grant of rights made hereunder, COLLEGE is undertaking an important responsibility and will use COLLEGE's best efforts, due diligence, and the highest standards of practices in fulfilling this responsibility.

8. Term.

The term of this Agreement shall commence as of the date hereof and shall continue until the end of the first full calendar year after that date. Thereafter, this Agreement shall be renewed automatically and indefinitely for additional and successive one (1)-year terms, unless one of the parties gives written notice of non-renewal during the thirty (30) day period preceding the end of any term or unless sooner terminated in a manner provided herein.

9. Default and Termination.

a. Automatic Termination. This Agreement shall automatically terminate if COLLEGE ever ceases to be a member of WISE in good standing.

b. Optional Termination. WISE, RTC or the Trustee may terminate this Agreement upon the occurrence of any of the following:

(1) If COLLEGE attempts to assign or terminate this Agreement, or substantially abandons its use of the rights that are licensed under this Agreement; and

(2) If COLLEGE materially breaches any obligation under this Agreement, including failure to satisfy its best efforts obligations under Paragraph 7 above. WISE may give COLLEGE thirty (30) days' written notice of such breach, specifying in the notice the nature of the breach, and stating WISE's intent to terminate at the end of the thirty (30)-day period, unless the breach has been corrected in the interim. In the event that the breach has not been substantially corrected at the end of the thirty (30)-day period, WISE may declare the license to have been terminated, in whole or in specified part; and

(3) If the rights of WISE under this agreement are terminated, RTC and the Trustee may terminate this Agreement by giving notice of such termination.

c. RTC's Right to Terminate. In the event of any misuse of any of the Marks, RTC may terminate the license immediately as to the Marks misused, subject to reinstatement after correction of the misuse.

10. Consequence of Termination.

Upon termination of the license herein granted for any reason, COLLEGE shall immediately discontinue all licensed activities under this License Agreement, including rendering educational services under the Marks; production and procurement of materials bearing the Marks; and making and publishing advertising and promotional materials based upon or using the Works as to which the license has been terminated, and thereafter shall refrain from all future use of the Marks, and from all use of colorable imitations and confusingly similar marks, and from all publishing of advertising and promotional materials based upon or using the Works.

11. Registrations and Recordings.

Upon the request of RTC, COLLEGE 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 the right of COLLEGE to use the Marks in any country. COLLEGE shall assign to RTC, or cancel (at RTC's option) any registrations or agreements of COLLEGE that are in conflict with RTC's ownership of the Marks.

12. Lack of Agency.

Neither party shall be deemed the agent, joint venturer, or partner of the other, or of the others' representatives, successors, heirs or assigns, or of the Trustee or RTC, and neither shall have the authority to act on behalf of the other, or for the Trustee or RTC, in any matter, including acceptance of service of process.

13. Governing Law.

This Agreement shall be governed in all respects according to the internal laws and judicial decisions of the State of California.

14. Non-Assignability and Binding Effect.

This Agreement is personal to COLLEGE, and shall not be assignable or otherwise transferable by COLLEGE without the prior written approval of WISE. In the event of any attempted assignment or transfer by COLLEGE of its rights under this Agreement, whether voluntarily or involuntarily, all the rights that have been granted to COLLEGE with respect to the Marks and the Works under this Agreement shall immediately terminate. This Agreement shall be binding on the parties and upon their respective heirs, administrators and successors.

15. Arbitration.

WISE and COLLEGE agree that any controversy or dispute which arises out of or relates to this Agreement, including, without limitation, the adequacy or performance by COLLEGE and of any demands made by WISE, which cannot be settled by informal means or through the aid of a third party arbitrator mutually acceptable to the parties and through procedures mutually acceptable to the parties, shall be settled through arbitration held in Los Angeles or at such other location as WISE may choose. If the parties are unable to settle the matter through informal means, then either party may demand arbitration by serving upon the other party a written demand for arbitration containing the name of an arbitrator to participate in the proceedings. Within ten (10) days after receipt of such notice, the party upon whom demand was served shall select an arbitrator. The two arbitrators shall select a third arbitrator. The decision in writing of the arbitrator or a majority of the arbitrators appointed by the parties shall be final and conclusive as to all parties to the dispute. Should any party fail or refuse to appear or participate in an arbitration proceeding, the arbitrator or arbitrators so appointed may decide the dispute on the evidence presented in the arbitration proceeding by the other party or parties to this dispute. The arbitrator or arbitrators shall have the power to award to any party or parties to the dispute any sums for costs, expenses, and attorneys' fees that the arbitrator or arbitrators may deem proper. Judgment may be entered on the award in any court of competent jurisdiction. Arbitration shall not be required with respect to any matter in connection with which injunctive relief or specific performance is sought by all or any of the parties hereto.

Each arbitrator shall be a member in good standing under the Scientology Scriptures, a minister of the Religion of Scientology, a member of the Sea Org, and well versed in the Scientology Scriptures, in particular those Scientology Scriptures pertaining to Scientology ethics and justice.

16. No Waiver.

This Agreement constitutes the complete understanding of the parties and no waiver or modification of any provisions shall be valid unless in writing, signed by WISE and COLLEGE and, if appropriate, approved by RTC, or the Trustee. The waiver of a breach or of a default under any provision hereof shall not be deemed a waiver of any subsequent breach or default.

17. Notice.

Any notice required to be sent hereunder shall be sent by first-class mail, postage prepaid, return receipt

requested, to WISE or COLLEGE at the address given in the Preamble of this Agreement, which address may be changed by either of them by written notice to the other. Any such notice deposited in the mail shall be conclusively deemed delivered to and received by the addressee ten (10) days after deposit in the mail, if all of the foregoing conditions of notice shall have been satisfied.

18. Headings.

The headings and captions of the various paragraphs are for convenience only, and they shall not limit, expand or otherwise affect the construction or interpretation of this Agreement.

19. Entire Agreement.

This Agreement supplements the Membership Agreement between WISE and COLLEGE and supersedes and replaces all other previous agreements between the parties hereto regarding the subject matter of this Agreement and may not be amended except in writing signed by both parties hereto.

20. Severability.

Each and every provision of this Agreement is severable from any and all other provisions of this Agreement. Should any provision or provisions of this Agreement be, for any reason, unenforceable, the balance shall nonetheless be of full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

WORLD INSTITUTE OF SCIENTOLOGY
ENTERPRISES

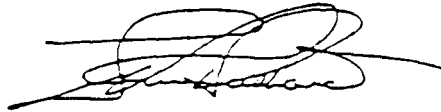
By Donna Garrett
By [Signature]

HUBBARD COLLEGE OF ADMINISTRATION

By [Signature]
By [Signature]

EXHIBIT A

FEBC
HUBBARD
L. RON HUBBARD
LRH
OEC
SCIENTOLOGY

A handwritten signature in black ink, appearing to be 'L. Ron Hubbard', written in a cursive style with a long horizontal stroke extending to the right.

L. RON HUBBARD SIGNATURE

EXHIBIT B

ADVANCED PROCEDURES & AXIOMS
ALL ABOUT RADIATION
AXIOMS AND LOGICS
BACKGROUND & CEREMONIES OF THE CHURCH OF SCIENTOLOGY
BASIC DIANETICS PICTURE BOOK
BASIC DICTIONARY OF DIANETICS & SCIENTOLOGY
BASIC SCIENTOLOGY PICTURE BOOK
BASIC STUDY MANUAL
BOOK INTRODUCING THE E-METER
BOOK OF CASE REMEDIES
BOOK OF E-METER DRILLS
CHILD DIANETICS
CLAY TABLE PICTURE BOOK
CLEAR BODY, CLEAR MIND
CONTROL AND THE MECHANICS OF S.C.S.
CREATION OF HUMAN ABILITY
DIANETICS 55!
DIANETICS, THE MODERN SCIENCE OF MENTAL HEALTH
DIANETICS AND SCIENTOLOGY TECHNICAL DICTIONARY
DIANETICS, THE ORIGINAL THESIS
DIANETICS TODAY
DYNAMICS AND THE TONE SCALE
DYNAMICS OF LIFE
E-METER ESSENTIALS
EVOLUTION OF A SCIENCE
FUNDAMENTALS OF THOUGHT
GROUP AUDITORS HANDBOOK, VOLUME 1
GROUP AUDITORS HANDBOOK, VOLUME 2
HANDBOOK FOR PRECLEARS
HAVE YOU LIVED BEFORE THIS LIFE?
HCO POLICY LETTERS DATED 1959 TO 1990
HCO BULLETINS DATED 1950 TO 1990
HISTORY OF MAN
HOW TO LIVE THOUGH AN EXECUTIVE
HUBBARD KEY TO LIFE - BOOKS 1-14
HYMN OF ASIA
INDIVIDUAL TRACK MAP
INFORMATION ON RELEASES
INTRODUCTION TO SCIENTOLOGY ETHICS
INTRODUCTORY AND DEMONSTRATION PROCESSES AND ASSISTS PACK
LEARNING HOW TO LEARN
LEVEL 0 MAGAZINE ARTICLES
LEVEL II MAGAZINE ARTICLES
LIFE ORIENTATION COURSE
MANAGEMENT SERIES VOLUME 1
MANAGEMENT SERIES VOLUME 2
MISSION INTO TIME
MODERN MANAGEMENT TECHNOLOGY DEFINED

NEW SLANT ON LIFE
NOTES ON THE LECTURES
TR'S AND OBJECTIVES
ORGANIZATION EXECUTIVE COURSE VOLUME 0
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PURIFICATION: AN ILLUSTRATED ANSWER TO DRUGS
PURIFICATION DELIVERY MANUAL
RESEARCH & DISCOVERY VOLUME 1
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SCIENTOLOGY 0-8, THE BOOK OF BASICS
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SCIENTOLOGY CLEAR PROCEDURE (VOL 1 - 2)
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WHAT IS SCIENTOLOGY?

CHARTS

THE AUDITOR'S CODE
CHART OF HUMAN EVALUATION
CHART OF ATTITUDES
CLASSIFICATION AND GRADATION CHART
CODE OF A SCIENTOLOGIST
CODE OF HONOR
CONDITIONS FORMULAS CHART
CREED OF THE CHURCH
EVALUATORS KNOW-HOW CHART
PHILADELPHIA DOCTORATE COURSE LECTURE CHARTS
TONE SCALE
THE FACTORS
THE LOGICS

DERIVATIVE WORKS

ANY AUTHORIZED AND APPROVED DERIVATIVE WORKS

LIFE IMPROVEMENT COURSES

DYNAMICS OF MONEY
FINANCIAL SUCCESS
HOW TO BE A SUCCESSFUL PARENT
HOW TO IMPROVE CONDITIONS IN LIFE
HOW TO IMPROVE RELATIONSHIPS WITH OTHERS
HOW TO IMPROVE YOUR MARRIAGE

HOW TO MAINTAIN A SUCCESSFUL MARRIAGE
HOW TO MAKE WORK EASIER
OVERCOMING UPS AND DOWNS IN LIFE
PERSONAL VALUES AND INTEGRITY

RECORDED LECTURES

ANY AND ALL AUTHORIZED RECORDED LECTURES