

**[THIS DOCUMENT HAS BEEN REFORMATTED
BASED ON THE ORIGINAL, EXECUTED DOCUMENT]**

LICENSE AGREEMENT-CSI
(Marks)

THIS AGREEMENT is made this 18th day of May, 1982,
by and between:

RELIGIOUS TECHNOLOGY CENTER, a California non-profit religious corporation having a place of business at 6517 Sunset Boulevard, Los Angeles, California 90028 (hereinafter referred to as "RTC"); and

CHURCH OF SCIENTOLOGY INTERNATIONAL, a California non-profit religious corporation (hereinafter referred to as "CS1").

RECITALS

A. 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 under applicable

laws relating to 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 has been and is 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 Churches and 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, SCIENTOLOGY 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, and of the goodwill associated with those marks.

D. RTC is the owner by assignment from LRH of registrations of certain of the service marks and trademarks in many countries of this planet, and of pending applications for registrations, as indicated in the lists attached hereto and identified as Exhibits B through T, and of the goodwill associated with the marks shown in those registrations and applications for registrations.

E. RTC may file applications for registration of other marks pertaining to the religion of Scientology, DIANETICS spiritual healing technology, SCIENTOLOGY applied religious philosophy, and organizations and operations relating thereto, which applications and all registrations that issue thereon will be included with the marks identified in Exhibits A through T as marks of RTC (hereinafter collectively referred to as "the Marks").

F. RTC 's ownership of the Marks is subject to a right, reserved and retained by LRH to supply approved products and to license and contract with others to supply approved

products, relating to the religion and organizations of Scientology and bearing or embodying the assigned marks.

G. RTC and CSI wish to enter into a forma agreement defining the rights and responsibilities of each of them with respect to the Marks, their use, and the rights and responsibilities with respect to the supervision and control of the Marks as used by CSI and the related organizations of the religion of Scientology under the ecclesiastical supervision and control of CSI.

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. RTC grants to CSI the right and license to use each and all of the Marks in connection with services pertaining to the religion of Scientology rendered by CSC in all countries of this planet where RTC has or acquires rights in the Marks. This grant is subject to the retained right of RTC to use the Marks, and the retained right of LRH to use his name and to supply, and to license others to supply, approved products.

b. This grant extends to all of the organizations of

the religion of Scientology that are under, and submit to, the ecclesiastical supervision and control of CSI, including Churches and Missions, who 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. Except as expressly permitted by Paragraph 1b, this grant does not include the right to authorize others to use, or to license the use of, the Marks by other entities of any kind, and the granting of further licenses by related organizations of CSI is expressly prohibited. CSI may, however, with the approval of RTC, authorize management organizations among its among its related organizations to supervise the authorized use by others of those related organizations, under the ultimate supervision and control of RTC and CSI, and specifically may authorize Scientology Missions International, a California corporation, to supervise the use of the Marks by Scientology Missions pursuant to the terms and conditions of this Agreement.

d. This grant to CSI and its related organizations is limited to use of the Marks in connection with services.

The right to sell, and the right to license others to sell products embodying or bearing the Marks, including books and other publications are expressly excluded from this grant, except that CSI and its related organizations may sell such products obtained by or through LRH or another source authorized by LRH or RTC.

2. Consideration And Expense Reimbursement.

a. The only consideration required of CSI and its related organizations for the grant herein made by RTC is the acknowledgment, 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 disseminating the religion of Scientology in accordance with the 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.

b. CSI shall reimburse RTC for all of its reasonable and necessary costs and expenses of operations relating to the ownership, policing, administration, protection, maintenance and enforcement of the Marks, including a fair share of reasonable overhead costs and expenses of RTC based upon the

proportion of RTC's activities attributable to the Marks. RTC shall submit statements to CSI for expenses to be incurred, and CSI shall pay the amounts of the statements within seven (7) days of receipt of the statements. RTC shall make quarterly summaries of all its reimbursable expenses to CST, with a summary of expenses actually incurred and payments received for those expenses. Any dispute as to the proper amount of reimbursement shall be determined by arbitration as provided herein.

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 writing and recorded spoken words of LRH will be added to the Scientology Scriptures, and to the governing standard of this Agreement, if they come into existence and are adopted by CSI with the approval of RTC.

b. RTC shall have the right to prescribe standards, specifications and guidelines for the proper use and display the Marks, and CSI shall insure that all of its employees and related organizations shall follow and abide by all such

standards, specifications and guidelines. RTC has reviewed, and found acceptable all of those standards, specifications and guidelines presently in use by CSI and its related organizations, and these shall remain in effect until changed by CSI with the approval of RTC.

c. CSI and its related organizations using the Marks shall not engage in any activity that is in conflict with or hostile to the Scientology Scriptures, or hostile to or derogatory to LRH, and shall not 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. RTC shall have the right to monitor all operations of CSI and its related organizations, 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. In the event of any deviation by CSI or any related organization, CSI shall take corrective action immediately after receipt of

notification from RTC, and shall insure that the deviation is promptly corrected.

e. RTC may, if it ever deems it necessary or advisable send a corrective mission to any organization authorized to use the Marks to correct any deviation from the standards, specifications or guidelines of this Agreement, and CSI shall reimburse RTC for all of its costs of the corrective mission, 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. Authorization of CSI Organizations

It is the intent of the parties that CSI will act as the principal contact and supervising ecclesiastical authority with all of its related organizations of the religion of Scientology on this planet with respect to the use of the Marks under this Agreement. In addition to the standards that have been stated, the minimum requirements for any organization to be qualified to use the Marks as a related organization of CSI 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 of its 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, in display of a charter or certificate supplied by CSI and approved by RTC;

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; and

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

5. Enforcement.

a. RTC and CSI shall cooperate in the enforcement of rights under the Marks against any unauthorized or

improper use, and shall join as co-plaintiffs in any legal action that may be taken. CSI shall require its related organizations to report all unauthorized or improper use that comes to their attention, and to render all assistance that may be required in correcting or terminating such use.

b. As owner, RTC shall be the final authority with respect to decisions regarding protection of the Marks, and the costs and expenses of RTC in this respect shall be reimbursed by CSI under Paragraph 2b of this Agreement. As the highest authority in the hierarchy of the religion of Scientology, CSI shall have the primary responsibility for actions taken against unauthorized or improper use, with the cooperation and assistance of its related organizations, as may be needed.

6. Indemnity and Disclaimer

a. CSI acknowledges its full responsibility, and the responsibility of its related organizations who use the Marks, for the ethical and proper use of the Marks and the philosophy and technology of the religion of Scientology to the Scientology Scriptures, and covenants

that neither it nor any of its related organizations will make any claim against RTC, LRH or any person associated with RTC or LRH. CSI shall indemnify and hold harmless, and shall require all of its related organizations who use the Marks to indemnify and hold harmless, RTC, LRH, 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. All such claims shall be defended at the expense of CSI through legal counsel acceptable to RTC.

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 practical medical arts or sciences. Neither RTC nor LRH makes any claim

that the nature or purpose of the Scientology Scriptures exceeds this description or that the Scriptures will have any particular effect on any particular parishioner.

c. CSI hereby acknowledges and agrees to the disclaimer of the preceding paragraph, and shall require of all from (sic) its related organizations that are authorized to use the Marks an acknowledgment of this disclaimer and a waiver of any claim inconsistent with this disclaimer.

d. CSI and its related organizations shall require all individuals who receive training or counseling services under the Marks to sign a disclaimer in the form attached as Exhibit V.

7. Names And Ownership.

CSI and its related organizations 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 they have no rights... (sic)

b. The Marks shall not become part of the assets of CSI or any of its related organizations, and all of their use 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 made that use.

c. If this Agreement ever is terminated for any reason, as to any organization that uses any of the Marks, pursuant to this Agreement, that organization shall immediately cease all use of each of the Marks, in its name and otherwise, and shall forever refrain from further use of any of the Marks, unless and until that organization is reinstated hereunder.

8. Enforcement of Obligations of Performance.

a. This Agreement shall be perpetual in term, and shall be terminable by RTC as to any organization that is authorized hereunder to use the Marks only for cause, and only after arbitration as provided herein has determined that no other effective alternative is available. At its own discretion, RTC may, however, immediately suspend the right of any organization to use any of the Marks pending

arbitration, if that organization 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, CSI 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 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 the organizations that are authorized to use the Marks under this Agreement, 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 an organization to use the Marks.

d. If any organization that is authorized to use the Marks pursuant to this Agreement falls 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 or 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, CSI 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. CSI shall assign to RTC or cancel (at RTC's option), any registrations or agreements of CSI or any of its related organizations 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, and neither shall have the authority to act in behalf of the other 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 CSI and its related organizations, and the rights and obligations hereunder shall not be assignable or otherwise transferrable by CSI

or its related organizations, in whole or in part, without the prior written approval of RTC. In the event of any attempted assignment or transfer by CSI of its rights under this Agreement, whether voluntarily or involuntary, all rights of CSI with respect to the Marks shall immediately terminate, and RTC shall stand in the place of CSI with respect to use of the Marks by CSI's related organizations.

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

ORIGINAL SUBSCRIBED TO BY:

For CHURCH OF SCIENTOLOGY INTERNATIONAL

Heber Jentsch, President & Sandra Brennan, Asst. Secretary

For RELIGIOUS TECHNOLOGY CENTER

Signature not legible, President & Laura Marlow, Secretary

Exhibits Attached to Original

Exhibits A through T & Exhibit V (Disclaimer form) are attached to the original.