

FINANCIAL MANAGEMENT SERVICES AGREEMENT

BY AND BETWEEN:

SOR MANAGEMENT SERVICES LIMITED (hereinafter, "SORMS")

AND CHURCH OF SCIENTOLOGY INTERNATIONAL

(hereinafter, "CHURCH")

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SORMS provides administrative and financial services to Churches of Scientology and is able to serve the CHURCH in a professional capacity with sufficient expertise to act as a financial advisor.

The sole function of CHURCH is ecclesiastical. CHURCH does not desire to maintain routine administrative, accounting and investment activities which may be delegated to professional entities.

CHURCH desires the professional services of SORMS as described hereinbelow with respect to the maintenance of a financial accounting system, payments procedure and investment program on a uniform basis in order now and in the future to conform to applicable legal requirements imposed upon CHURCH, to assure a correct and accurate accounting to the CHURCH and to

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invest surplus funds of the CHURCH for the benefit of the religion of Scientology and the production of passive income.

THE PARTIES HERETO THEREFORE AGREE AS FOLLOWS:

1. FUNDS Effective the date of this Agreement, CHURCH shall transfer and assign to SCRMS, as agent for the CHURCH, all of CHURCH's funds not required for the payment of CHURCH's ordinary operating expenses (hereinafter, "CHURCH FUNDS").

SORMS shall hold the CHURCH FUNDS as an agent for CHURCH, and shall have the right to commingle the CHURCH FUNDS with other funds held by SCRMS as an agent for other United States Churches of Scientology.

The CHURCH FUNDS shall not be commingled with SORMS' funds and shall at all times be segregated in the books and financial records of SCRMS from SORMS' funds.

2. USE OF FUNDS SCRMS shall apply the CHURCH FUNDS to meet the debts and obligations of CHURCH as they fall due.

SCRMS shall keep CHURCH fully informed of payments to be made on CHURCH's behalf to CHURCH's creditors, by submitting to CHURCH written statements of the CHURCH's accounts payable and recommended payments to be made to such creditors.

The unexpended balance of the CHURCH FUNDS (if any) remaining after the payment of CHURCH obligations shall be invested by SCRMS for the account of CHURCH. Such investments shall be made by SCRMS as directed by CHURCH. SCRMS shall keep

CHURCH fully informed as to the performance of all investments of the CHURCH FUNDS and shall furnish reports not less frequently than annually as to all such investments and the income derived therefrom.

CHURCH shall at all times have control over all expenditures of the CHURCH FUNDS, including but not limited to the absolute right to review all proposed disbursements and direct or redirect investments by SCORMS as CHURCH may in its absolute discretion believe would better serve the interests of the religion of Scientology and CHURCH.

3. RECORDS CHURCH shall make available to SCORMS such financial books and records of CHURCH, including but not limited to extracts of bank accounts, receipts, vouchers and other financial documentation as well as copies of current and past tax returns, as shall be requested by SCORMS for the purposes of this Agreement. SCORMS shall be entitled to make and retain copies of any or all such documentation.

All information furnished by CHURCH to SCORMS pursuant to this Agreement shall be held in the strictest confidence by SCORMS throughout the term of this Agreement and thereafter.

4. CONSULTING As part of the services to be performed hereunder, SCORMS shall:

- A. Verify existing and outstanding debts of CHURCH to its creditors and verify any existing and outstanding claims of CHURCH against its obligors;

- B. Analyse and verify to CHURCH current debts and claims as they arise on a monthly basis including the preparation of interim accounts;
- C. Analyse and recommend investments of the CHURCH FUNDS;
- D. Prepare and furnish to CHURCH summary reports stating all transactions relating to CHURCH.

5. FEES AND EXPENSES In consideration of the services to be performed by SORMS pursuant to this Agreement, CHURCH agrees to pay SORMS the amounts billed by it for such services, which amounts shall not exceed reasonable compensation for the services actually received.

CHURCH hereby authorizes SORMS to deduct and pay to itself from the CHURCH FUNDS and income earned on said CHURCH FUNDS all fees due to SORMS hereunder.

SORMS shall account promptly to CHURCH for fee payments and shall issue invoices to reflect said charges.

6. TERM The Term of this Agreement shall be from the date hereof until December 31, 1985 and from year to year thereafter unless terminated by written notice by either party to the other at least 90 days prior to each anniversary date.

Upon termination of this Agreement, SORMS shall pay the balance of any unused CHURCH FUNDS to CHURCH, and shall furnish a final accounting to CHURCH within 90 days after such termination.

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7. MISCELLANEOUS This Agreement contains the entire understanding and agreement between the Parties concerning the subject matter hereof, and supersedes any and all prior or contemporaneous written or oral discussions, negotiations, representations or agreements between the Parties with respect to the subject matter hereof. If any provision of this Agreement, or any part of any such provision, shall be deemed invalid or unenforceable for any reason whatsoever, such invalid or unenforceable provision or portion shall be deemed separate from the other provisions hereof and shall not affect the enforceability and validity of the remaining terms and conditions hereof.

This Agreement, all of the provisions hereof, all of the rights conferred hereby and all of the obligations incurred herein, shall be binding upon, and shall inure to the benefit of and be enforceable by, the Parties hereto and their respective successors, assigns and transferees.

Irrespective of the actual place of execution and delivery of this Agreement, this Agreement and all provisions hereof, shall be governed by, and construed and enforced in accordance with, the laws of England applicable to agreements executed and to be wholly performed therein.

Any notice, report or writing required or permitted to be given hereunder shall be in writing and shall be served by delivering the same personally to the other party, or to any duly authorized agent, officer or other representative thereof, or by depositing the same in a sealed envelope, postage prepaid, in any mailbox maintained by the appropriate Postal

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System for the purpose of depositing mail into said System.
Any and all such notices shall be delivered to the Parties at
their respective addressed specified below:

To: SOR MANAGEMENT SERVICES LIMITED
Lees House,
21 Dyke Road,
Brighton,
East Sussex, BN1 3GD

To: CHURCH OF SCIENTOLOGY INTERNATIONAL
4751 Fountain Avenue,
Los Angeles, Calif 90029
USA

Any Party may change its address for the purposes of
this Paragraph by giving the other party notice, as provided
for above, of the new address.

SOR MANAGEMENT SERVICES LIMITED

By *Wassan Brigatti*

CHURCH OF SCIENTOLOGY INTERNATIONAL

By *John G. ...*
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