

E. MAJESTIC has agreed to furnish accommodations and provide services to IASA, and IASA has agreed to hire and pay for the same, as more particularly set forth below.

NOW, THEREFORE, in consideration of the foregoing, and each in consideration of the agreements of the other as stated below, IASA and MAJESTIC hereby agree as follows:

1. MAJESTIC agrees to furnish to IASA all accommodations and services aboard Freewinds which IASA shall from time to time reasonably require for the conduct of its activities in support of the Association, including (but not limited to) accommodations and food service for staff of IASA engaged in such activities and in the administration of this Agreement. The IASA staff shall be provided with cabins and services aboard Freewinds at least comparable with those provided for the vessel's crew. For these services and accommodations, IASA agrees to pay MAJESTIC each week the sum of nine thousand United States dollars (US\$ 9,000.00), plus eighty-two United States dollars (US\$82.00) per day for each IASA staff member aboard in excess of twenty-two (22) staff members.

2. MAJESTIC agrees to furnish to IASA such services and accommodations aboard Freewinds and at the home port of Freewinds as IASA shall from time to time reasonably request, including (but not limited to) accommodations aboard for the

conduct of activities and events sponsored by the Association, accommodations ashore for dependents of the staff of IASA, the provision of temporary facilities ashore for staff of IASA and representatives of the Association, communication services and the purchasing of supplies and shore services. IASA agrees to pay MAJESTIC as invoiced (not less than monthly) MAJESTIC's costs of providing such services, supplies and accommodations. IASA may, upon reasonable notice and at its own expense, review or audit MAJESTIC's books and records to verify the amount of direct costs for which MAJESTIC is billing it. If such review or audit reveals an error, the correct payment shall be calculated and additional amount paid by or refunded to IASA as appropriate. If any such review or audit reveals that IASA was overcharged by more than five (5) percent, MAJESTIC shall reimburse IASA for all of its expenses incurred as a result of such review or audit.

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3. MAJESTIC agrees to accept as passengers those Scientologists who shall be designated by IASA and who shall desire passage in order to participate in activities aboard Freewinds which are sponsored by the Association or who are engaged in official business in relation to the Association. Such passengers may include (among others) representatives of and independent contractors to the Association, members of the Association desiring accommodations in order to participate in events sponsored by the Association, and delegates to annual meetings of the Association. Passage shall be afforded to such passengers at rates and upon and subject to terms and conditions

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not less favorable than those established by MAJESTIC from time to time for its general passenger service. MAJESTIC agrees that all charges for accommodations and services provided by MAJESTIC to its passengers, including such passengers designated by IASA, shall be collected from them, and that IASA shall have no responsibility with respect thereto. IASA agrees that all payments by passengers, including such passengers designated by IASA, for accommodations and services provided by MAJESTIC shall belong exclusively to MAJESTIC, and that IASA shall have no interest therein.

4. IASA agrees to furnish such mailing lists of members of the Association as may be requested by MAJESTIC from time to time for the purpose of soliciting such members to take passage aboard Freewinds, and agrees to cooperate with and assist MAJESTIC in other respects in the promotion of cruises. MAJESTIC agrees to reimburse IASA as invoiced for all costs and expenses incurred by IASA in making available such lists to MAJESTIC. MAJESTIC may share such membership list with any agent, subcontractor or designee retained by MAJESTIC in operating Freewinds as a Scientology cruise ship, provided such agent, subcontractor or designee is a Scientologist in good standing with the Mother Church. IASA shall not be required to furnish any mailing list or engage in any other activity unless consistent with all applicable policies of the Association.

5. IASA staff will come under the Master's orders in the same manner as members of the vessel's crew. IASA reserves the right to change its staff at any time; however, it will give notice to the Master of any change in the staff.

6. IASA acknowledges that MAJESTIC is at liberty to trade the vessel under any flag, and to place it on any itinerary it thinks fit. In the event the Freewinds is sold or taken out of service for any reason, then this Agreement shall terminate effective with the last day the vessel was in service under the control of MAJESTIC.

7. IASA and its personnel are charged with complying with all pertinent customs and laws of any government. Should any personnel of IASA violate any such customs and/or immigration regulations, then any fines, forfeitures and penalties taxed or levied by virtue of such violation shall be chargeable to IASA.

8. Should any employee of IASA voluntarily or involuntarily be unable to be aboard the vessel upon its scheduled departure from any port, then IASA shall be fully responsible to repatriate said employee in accordance with the governing customs and immigration laws of said port, and IASA shall be fully responsible for any and all fines, penalties and assessments levied in connection therewith. IASA shall also reimburse MAJESTIC for any attendancy fees or similar charges imposed as a result of any IASA staff member entry into or departure from any Freewinds port of call.

9. IASA shall be deemed to be an independent contractor for all intents and purposes under this Agreement and any and all rights, responsibilities, obligations and liabilities under this Agreement shall relate to IASA as an independent contractor.

10. Nothing herein contained shall deem IASA to possess, nor shall any term or condition herein contained grant to IASA, the right to pledge the credit in any manner of MAJESTIC and/or the vessel Freewinds, nor shall any term or condition herein contained grant to MAJESTIC the right to pledge IASA's or the Association's credit in any manner.

11. This Agreement shall be governed by and construed under the laws of the Netherlands Antilles.

12. Any notice required to be given by the parties under the terms of this Agreement shall be considered as being served by either party to the other party upon mailing thereof to the following addresses:

IAS ADMINISTRATIONS

Abraham de Veerstraat #4
Willemstad, Curacao
Netherlands Antilles

MAJESTIC CRUISE LINES, INC.

c/o P.O. Box 3304
Maduro Plaza
Willemstad, Curacao
Netherlands Antilles


13. The initial term of this Agreement shall be three (3) months from the date first hereinabove written. The initial term shall be extended for an additional nine (9) months unless either party notifies the other of its intent to terminate this

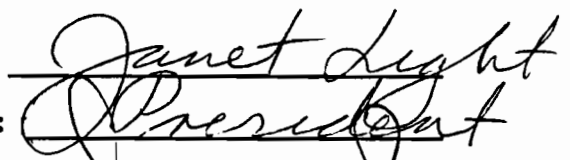
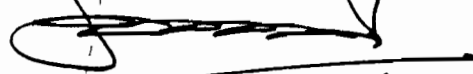
Agreement within 15 days prior to expiration of the initial term. If the initial term is renewed, then this Agreement shall automatically be renewed for additional terms of one (1) year unless notice to terminate is given by one party to the other not less than ninety (90) days prior to the anniversary of the date first hereinabove written.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first hereinabove written.

MAJESTIC CRUISE LINES, INC.

INTERNATIONAL MEMBERSHIP SERVICES ADMINISTRATION, N.V.

BY: 
 Its: attorney in fact

By: 
 Its: President

R. MARKES.



IASA ADMINISTRATIONS

Offices aboard SMV Freewinds
Abraham de Veerstraat 4, Willemstad, Curaçao, Netherlands Antilles

Mailing address:

14 January 1993

Majestic Cruise Lines
c/o S.E.L. Maduro
P.O. Box 3304
Maduro Plaza
Willemstad, Curacao

Re: Increase of rent from IAS Administrations to Majestic
Cruise Lines

Dear Sirs,

As has been verbally agreed upon, we paid you an increase of rent from \$9,000 to \$15,000 from 12 March 1992 until 27 August 1992 and from 3 September 1992, we have paid you \$13,000 total for the rent. \$13,000 is now the agreed upon figure for the rent. Additionally, we will pay you \$82 US dollars each week for each IASA staff member in excess of 33 staff members. The increase of rent is due to the fact that we have taken more of the cabins on C deck Starboard for our use which includes the additional cabins 318, 320, 324, 326 and 328.

This is to put this in writing so we can have this for our records.

This does not otherwise change the agreement signed between us on 27 February 1989.

Yours sincerely,


Lyse Landry
Director