

**AGREEMENT**

This Agreement, dated the 16 day of December, 1988, is made and acknowledged by CHURCH OF SCIENTOLOGY WESTERN UNITED STATES, a California non-profit religious corporation hereinafter referred to as "the Church", and by TOM ASHWORTH, MARK INGBER and BECKY OHL individuals hereinafter referred to as "Trustees",

**VITNESSETH:**

A. The Church conducts religious activities as a church of the religion of Scientology in the United States.

B. The Church from time to time receives payments of the kind known among Scientologists (and hereinafter referred to) as "advance payments",

C. The Church is required by the Scientology scriptures to apply each advance payment in accordance with instructions of the person making the payment which are consistent with the scriptures, including, inter alia, instructions to apply the amount as a donation to the Church or to another Church of Scientology,

D. The persons who aake advance payments co the Church are hereinafter referred to as the "Trust Parishioners", and their Advance Payments are hereinafter referred to as the "Trust Advance Payments"<sup>11</sup>,

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Scientology Advance Payments Trust and hersi^aftar r^farred -  
j as the "A? Trust".

". The Trustees are the trustees of the L'N'ITEO 5TAT13  
PARISHIONERS T3CST, hereinafter referred to as "the Trus:".

G. The Trust was created by and exists in accordance  
with the **declaration of trust dated the ^\_\_ day of December,**  
19S3, and **hereinafter referred to as "the Declaration of**  
**Trust".**

H. The Trust was created and exists in order to provide  
assurance to Scientologists that their advance pay-aencs --ill  
be applied in accordance with the Scientology scriptures.

I, The Trustees, acting in their capacities as the  
trustees of the Trust, are willing to take title to the Trust  
Advance Payments and to hold and apply them as instructed by  
the Trust Parishioners and for the purposes of the religion,  
in accordance with the terms and conditions of this Agreement  
and of the Declaration of Trust and subject to the conditions  
and limitations thereof.

"OW, THEREFORE, within the context of the facts and  
circumstances racited above, the Church and the Trustees  
hereby acknowledge, declare and covenant as follows:

I. The Trustees acknowledge that they have received from

the Church a schedule dated 01 January 1988 of the names of parishioners, stating the amount of an advance payment held for each and showing a total of advance payments equal to

\_\_\_\_\_

5 \_\_\_\_\_ . Said schedule is hereby referred to as "the Original Schedule", the parishioners named thereon as the "Original Parishioners" and said total as the "Original Amount".

2. The Church warrants unto the Trustees that, as of the date of the Original Schedule, (a) the Original Schedule lists all of the Trust Parishioners, (b) the amount stated after the name of each is the amount of such Parishioner's Trust Advance Payment and (c) the Original Amount is the aggregate of the Trust Advance Payments held by the Church and the AP Trust for the benefit of the Trust Parishioners.

3. The Church covenants that it will pay and deliver and represents that the AP Trust will pay and deliver to the Trustees within 30 days after the date of this Agreement, property and cash having an aggregate value (determined as provided in section 6) equal to the Original Amount,

4. The Church covenants that (a) it will from time to time (and not less frequently than once each calendar month) deliver to the Trustees schedules of the names of the Trust Parishioners who made advance payments to the Church after the date of the Original Schedule, stating after the name of each the amount of the advance payment received from each, (b) the first schedule shall include all such advance

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Schedule, (c) each subsequent schedule shall include all such  
advance payments received since che last preceding schedule,  
ir.i (d) each schedule shall be certified by a duly authorized  
officer or agent of che Church. Such schedules are  
hereinafter referred to as the "Additional Schedules", the  
parishioners named **thereon as Che "Additional Parishioners"**  
and die amounts shovn **thereon as the "Additional Amounts"**.

5. The Church covenants that it will, within five  
business days after delivering each Additional Schedule, pay  
and deliver to the Trustees property and cash having an  
aggregate value (determined as provided in section 6) equal  
to the Additional Amounts shown thereon.

6. The Church and che Trustees agree that (a) any  
obligation to pay advance payments over to the Trustees aay  
be discharged by payments in United States dollars, by  
payments in the currency of any other state, by the delivery  
of gold, or by any combination thereof, (b) the value of any  
such gold shall be credited to the payor at the value thereof  
in United States dollars, at the London market rate at the  
close of business on the day preceding payment, and (c) the  
value of any such currency other than United States dollars  
shall be credited to the payor at the London exchange rate at  
the close of business on the day preceding payaent (with  
respect to che Original Amount) and at the sane exchange rate  
as shall have been used by the Church in converting receipts

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hich ic received :he advance payments C-'i-- "Aspect to AJ\* ii  
:ional .Viouncs).

As -jssd hereinat'cer, ( a ) " ? a r i s h i c p . 3 r s " refers,  
coilactively, co che Original Parishioners and che Additional  
Parishioners, and "Parishioner" **refers** co an;.\* **one** o f : h e n, (b)  
"Schedules" **refers, collecCively, to** the Original Schedule  
and **the Additional Schedules, and (c) "Advance Payments"\***  
**refers, collectively, to the advance payments of the**  
**Parishioners as shown on the Schedules.**

3. The Trustees declare and covenant that they will hold  
and **dispose of the Advance Payments for the benefit of the**  
**Parishioners in the amounts stated after their names on the**  
**Schedules, in accordance with the terras and provisions of the**  
**Declaration of Trust, but subject to the conditions and**  
**limitations therein stated.**

9. The Church and the Trustees agree that a duly  
authorized officer or agent of the Church shall from t\*ae to  
tiae (and not less frequently than once each calendar month)  
deliver to the Trustees a schedule of the naaea of all of the  
Parishioners who have requested that their Advance Payments  
be paid over to the Church since the last such schedule vas  
delivered. Such schedules are hereinafter referred to as  
"Payment Requests". Each Payment Request shall state, witfc  
respect to each Parishioner named thereon, the amount which  
such Parishioner has requested be paid by the Trustees to the

Church. The Church and the Trustees agree that Payment Requests shall constitute satisfactory evidence that the

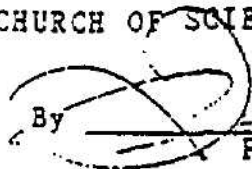
Church has designated certain amounts for the purposes of sections 7 and 9 of the Declaration of Trust; and the Church covenants and agrees for the benefit of the trustees that upon and after the delivery of each Payment Request, and compliance therewith by the Trustees, the Church shall indemnify and hold harmless the Trustees, their successors and assigns, from and against all further liability to the Parishioners named thereon with respect to the amounts so designated.

10, The terms and provisions of this Agreement shall govern and control the parties' actions with respect to all Trust Advance Payments received by the Church, following the execution of this Agreement. That is to say, all such advance payments shall be paid over by the Church to the Trustees to be held and administered pursuant to the provisions of the Declaration of Trust. The Church covenants and agrees that it will, in order to better protect the Trust Parishioners and assure that the intent of the parties will be effected, adopt such measures as the Trustees may reasonably require with respect to the disposition of such advance payments by the Church prior to payment thereof to the Trustees, including, but not limited to, the deposit of such funds in one or more special bank accounts to be maintained by the Church for that purpose\*

11. This Agreement shall be construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the Church and the Trustees have executed this Agreement as of the day and year first above set forth.

CHURCH OF SCIENTOLOGY WESTERN UNITED STATES

By  \_\_\_\_\_  
President

UNITED STATES PARISHIONERS TRUST

By  \_\_\_\_\_  
TOM ASHWORTH, Trustee

By  \_\_\_\_\_  
MARK INGBER, Trustee

By  \_\_\_\_\_  
BECKY OHL Trustee