

AGREEMENT

This Agreement dated the 16th day of December, 1988, is made and acknowledged by CHURCH OF SCIENTOLOGY FLAG SERVICE ORG, INC, a Florida non-profit religious corporation hereinafter referred to as "the Church", and by TOM ASHWORTH, MARX INGBER and BECKY OHL individuals hereinafter referred to as "Trustees",

WITNESSETH:

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 make advance payments to the Church' include United States Persons. Such persons are hereinafter referred to as th« "Trust Parishioners", and their Advanca Payments are hereinafter referred to as the "Trust Advance

Payments".

E. The Trustees are the trustees of the UNITED STATES PARISHIONERS TRUST, hereinafter referred to as "the Trust".

F. The Trust was created by and exists in accordance with the declaration of cruse dated the 16th day of December, 1933, and hereinafter referred to as "the Declaration of Trust".

G. The Trust was created and exists in order to provide assurance to Scientologists that their advance payments will be applied in accordance with the Scientology scriptures,

H. 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 then 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.

NOW, THEREFORE, within the context of the facts and circumstances recited above, the Church and the Trustees hereby acknowledge, declare and covenant as follows:

1, ' The Trustees acknowledge that they have received from the Church a schedule dated 1 December 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

§ _____ . Said schedule is hereinafter 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 seated 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 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 payments received subsequent to the date of the Original Schedule, (c) each subsequent schedule shall include all such advance payments received since the last preceding schedule, and (d) each schedule shall be certified by a duly authorized

officer or agent of the Church. Such schedules are hereinafter referred to as the "Additional Schedules", the parishioners named thereon as the "Additional parishioners" and the amounts shown 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 the Trustees agree that (a) any obligation to pay advance payments over to the Trustees may 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 payment (with respect to the Original Amount) and at the same exchange rate as shall have been used by the Church in converting receipts in that currency to United States dollars during the week in which it received the advance payments (with respect to Additional Amounts).

7. As used hereinafter, (a) "Parishioners" refers,

collectively, to the Original Parishioners and the Additional Parishioners, and "Parishioner" refers to any one of them, (b) "Schedules" refers, collectively, 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.

8. 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 terms 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 time to time (and not less frequently than once each calendar month) deliver to the Trustees a schedule of the names of all of the Parishioners who have requested that "their Advance Payments be paid over to the Church since the last such schedule was delivered. Such schedules are hereinafter referred to as "Payment **Requests**", Each Payment Request shall state, with 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 named Parishioners have requested the designated payments, for 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.

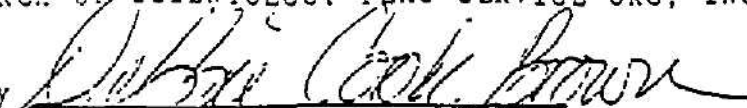
11. This Agreement shall be construed in accordance with the laws of the State of California. ■

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 FLAG SERVICE ORG, INC

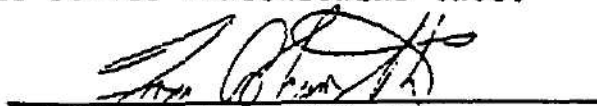
By



President

UNITED STATES PARISHIONERS TRUST

By



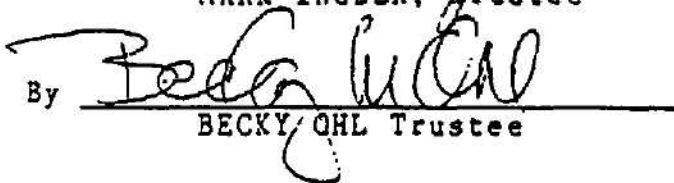
TOM ASHWORTH, Trustee

By



MARK INGBER, Trustee

By



BECKY OHL Trustee