

CONFIDENTIAL SETTLEMENT AGREEMENT
AND MUTUAL GENERAL RELEASE

This Confidential Settlement Agreement and Mutual General Release

("Agreement") is made as of the day of June, 1998 between, Robert S. Minton ("Minton"), on the one hand, and Church of Scientology International, on the other hand.

The parties enter into this Agreement in recognition that certain disputes have arisen between them which are likely to create the potential of future litigation if they are not resolved. Among the consequences of those disputes has been the provision by Minton of money to various individuals, entities and their attorneys in litigation adverse to one or more Churches of Scientology. Recognizing the expense, vagaries, and uncertainties of protracted litigation, Minton and the Church have agreed to resolve their disputes by way of this Agreement.

The parties agree as follows:

1. The parties to this agreement shall each pay the other the sum of one dollar, receipt of which is hereby acknowledged.
2. A. The Church hereby generally releases Minton from any and all claims, or causes of action, known or unknown, arising from the beginning of time up to the date of this agreement.

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- B. Minton hereby generally releases any and all Churches of Scientology, and their principals, from any and all claims, or causes of action, known or unknown arising from the beginning of time up to the date of this agreement.
3. The parties agree and acknowledge that this Agreement is entered into as part of a compromise and settlement of disputed claims, and that nothing in this Agreement nor this Agreement itself shall be construed or deemed to be evidence of any admission of any fact, matter or thing.
4. A. Minton agrees that he will not voluntarily fund, assist or cooperate with any person or entity arbitrating or litigating a claim against the Church in any proceeding against the Church, or any individual or entity associated or affiliated with the Church, unless compelled to do so by service of a subpoena or other lawful process, and only to the extent of such subpoena or process. Minton further agrees that he will not, in any manner, voluntarily cooperate or act so as to facilitate the service of any such subpoena or process. Minton agrees and acknowledges that he will not accept employment as expert witness or consultant on the subject of the Scientology religion, L. Ron Hubbard, or the Church in any future litigation.
- B. The Church, on behalf of itself and its affiliated entities and individuals, agrees and acknowledges it will not voluntarily assist or cooperate with any person or entity arbitrating or litigating a claim against Minton, unless compelled to do so

by service of a subpoena or other lawful process, and only to the extent of such subpoena or process.

5. A. Minton agrees never to create or publish or attempt to publish, and/or assist another to create for publication by means of magazine, article, book, Internet posting or other similar form, any writing, or to broadcast, or to assist another to create, write, post, film or videotape or audiotape, any message, show, program or movie, concerning the Church, or containing any information concerning the Scientology religion, L. Ron Hubbard, or any Church of Scientology or related entity or its principals.

B. The Church, on behalf of itself and its affiliated entities and individuals, agrees never to create or publish or attempt to publish, and/or assist another to create for publication by means of magazine, article, book, Internet posting or other similar form, any writing, or to broadcast, or to assist another to create, write, post, film or videotape or audiotape, any message, show, program or movie, concerning Minton.
6. A. Minton agrees that he will not initiate contact with any media on the subject of Scientology, the Church of Scientology, the Church Parties, or any person or entity associated with them. If contact *is* initiated by any such medium, Minton agrees that he will make no statement nor permit any statement to be attributed to him concerning Scientology, the Church, or any person or entity associated

therewith except that Minton may state: "All of my disputes with Scientology and all Scientology organizations have been settled through discussions with one another to all parties' satisfaction."

B. The Church agrees that it will not initiate contact with any media on the subject of Minton. If contact is initiated by any such medium, the Church agrees that it will make no statement nor permit any statement to be attributed to it concerning Minton, except that the Church may state: "All of our disputes with Robert Minton have been settled through discussions with one another to all parties' satisfaction."

7. A. Minton agrees that he will not conduct, directly or indirectly, or participate in any investigations into the Church, the Scientology religion, or any person or entity associated with them.

B. The Church agrees that it will not conduct, directly or indirectly, or participate in any investigations into Minton, or any of his family members.

8. The parties agree that Minton shall exercise his best efforts as a director of FACTNet to settle the outstanding litigation between FACTNet and Bridge Publications, Inc., and between Lawrence Wollersheim, a fellow FACTNet director, and the Church. Should Minton be unable to facilitate the resolution of these cases within 60 days, he will resign from FACTNet and completely sever any direct or indirect connection or support of FACTNet or any of its principals.

9. The parties to this Agreement acknowledge and affirm that he or she is not under the influence of any drug, narcotic, alcohol or other mind-influencing substance, condition or ailment such that his or her ability to fully understand the meaning of this Agreement is adversely affected.

10. The parties to this Agreement agree that the terms of this Agreement shall be confidential and that they will not disclose to any person the terms and conditions or circumstances of this Agreement, except as lawfully compelled by a court of competent jurisdiction. Notwithstanding the foregoing, the parties may say that all disputes and lawsuits have been settled to the parties' satisfaction.

11. This Agreement may not be modified or revoked except by a written instrument executed by all parties to this Agreement.

ROBERT S. MINTON

CHURCH OF SCIENTOLOGY

INTERNATIONAL

By: _____ ;

Witness

Witness