

RESOLUTION ADOPTED BY UNANIMOUS WRITTEN
CONSENT OF THE BOARD OF DIRECTORS
OF
CHURCH OF SCIENTOLOGY INTERNATIONAL

We, the undersigned, being all of the directors of the Church of Scientology International, a California Non-profit Corporation, be their signatures below, or on a counterpart thereof, do hereby adopt the following resolutions, by unanimous written consent pursuant to the By-Laws of this corporation.

This consent is written for two purposes. One purpose is to consider a form of agreement for services to be utilized by Church of Scientology International (the "Church") in its arrangement to provide services as a Mother Church to recipient Churches throughout the United States. Following a review of the proposed form of agreement by the Directors, the adoption of the following resolution is hereby unanimously approved:

RESOLVED, that the Church adopt for its use with United States Churches of Scientology, an AGREEMENT FOR SERVICE in the form attached hereto.

BE IT FURTHER RESOLVED, that the Church's officers be authorized and directed, and they

Ex. II-4-L

are hereby authorized and directed to enter into such form of agreement with each of the United States Churches of Scientology which is willing to enter into such form of agreement.

The second purpose for this consent is to place the Church and the recipient Churches into the position that they would have been in had the parties succeeded in memorializing that agreement and operating pursuant to its terms effective on December 10, 1981. The Directors have been informed that during the period commencing on December 10, 1981, and continuing through 17 June 1982, Churches of Scientology have paid to the Church an aggregate amount of \$1,195,939.82, which would have been contributed to the CHURCHES OF SCIENOTOLOGY RELIGIOUS TRUST rather than being paid to the Church, had the AGREEMENTS FOR SERVICES been followed during that period. The Directors reviewed a schedule naming each Church of Scientology which paid a portion of said amount and stating the amount paid by each. Accordingly, in order to place the parties into the position in which they would have been, it will be necessary for the Church to pay over to the CHURCHES OF SCIENOTOLOGY RELIGIOUS TRUST an aggregate amount of \$1,195,939.82, on behalf of said Churches of Scientology.

The following resolution is hereby unanimously approved:

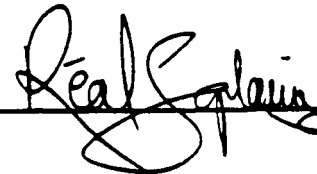
RESOLVED, that the Treasurer of the church be authorized and directed and he is hereby authorized and directed to pay over to the CHURCHES OF SCIENTOLOGY RELIGIOUS TRUST the sum of \$1,195,939.82, on behalf of those certain United States Churches of Scientology identified in the following resolution; and

FURTHER RESOLVED, that the Assistant Secretary of the Church is directed to attach to this consent the schedule of payments presented to the Board showing the portion of the aforesaid amount which was paid to the Church by each of the Churches of Scientology named thereon; and is directed to furnish a copy of said consent to each such Church of Scientology; and

FURTHER RESOLVED, that the Assistant Secretary of the Church is directed to furnish a copy of each AGREEMENT FOR SERVICE which shall be executed and delivered pursuant to the foregoing resolutions respecting the same, to the CHURCHES OF SCIENTOLOGY RELIGIOUS TRUST.

This consent is executed pursuant to Section 9211 (b) of the Non-profit Religious Corporation Code of California and the By-Laws of this corporation which authorize the taking of action by the Board of Directors by Unanimous Written Consent without a meeting.

Dated: 21 June 1982



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CONSENT OF THE BOARD OF DIRECTORS
OF
CHURCH OF SCIENTOLOGY INTERNATIONAL

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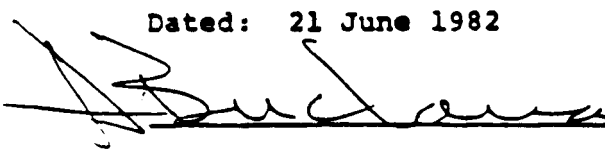
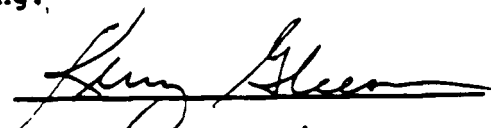
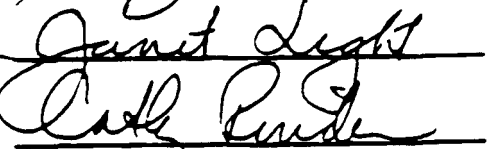

RESOLVED, that the Treasurer of the church be authorized and directed and he is hereby authorized and directed to pay over to the CHURCHES OF SCIENTOLOGY RELIGIOUS TRUST the sum of \$1,195,939.82, on behalf of those certain United States Churches of Scientology identified in the following resolution; and

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Dated: 21 June 1982

AGREEMENT FOR SERVICES

PARTIES TO THIS AGREEMENT. The parties to this AGREEMENT FOR SERVICES (hereinafter "this Agreement") are the CHURCH OF SCIENTOLOGY INTERNATIONAL, a California not-for-profit corporation registered and qualified to do business in Florida at 118 North Fort Harrison, Clearwater, Florida, under the name and style CHURCH OF SCIENTOLOGY INTERNATIONAL (hereinafter "CSI") and the CHURCH OF SCIENTOLOGY OF _____, a _____ corporation (hereinafter "the Recipient Church").

RECITALS

A. FACTS GIVING RISE TO THIS AGREEMENT. Both CSI and the Recipient Church are corporations having as their purpose the dissemination and advancement of the goals, tenets, doctrines, codes, Creed, policies and practices of the religion of Scientology as presented in the writings, teachings, and spoken words of its Founder, L. Ron Hubbard, hereinafter collectively referred to as the "Scriptures".

B. SERVICES PROVIDED BY CSI. CSI operates and maintains a highly reputed college which provides the most advanced education available to Scientology ministers and ministerial students anywhere in the world. CSI's training is designed to impart to and forever maintain in its graduates the highest ability to deliver standard Scientology.

Additionally, CSI's college is available for training of students who wish to undertake individual refresher and/or specialist courses. Further, when such is warranted by the circumstances, CSI instructors may travel to other Churches and affiliated organizations to provide educational instruction and assistance. Also, CSI provides consultancy services to those Churches desirous of such in connection with the propagation, application and administration of Scientology.

AGREEMENT

1. RECITALS. The recitals are hereby made part of this Agreement and are acknowledged to be true.

2. CSI will enroll in its college such applicants as may be designated by Recipient Church from time to time. Recipient Church shall make its selection of applicants on the basis of merit and suitability in accordance with the enrollment criteria established by CSI from time to time.

3. CSI will provide all necessary refresher and/or specialist courses to such applicants as may be designated by Recipient Church from time to time. Recipient Church shall make its selection of applicants on the basis of merit, and suitability in accordance with the enrollment criteria established by CSI from time to time.

4. As and when needed and desired by Recipient Church, CSI will, personnel resources permitting, dispatch a sufficient number of instructors (Missionaires) to Recipient Church to provide educational instruction and assistance.

5. CSI agrees to make available to Recipient Church in written form such developments in the religious doctrine, tenets, practice and administration of Scientology as may occur from time to time so as to ensure the purity and uniformity of the practice of Scientology by Recipient Church, and any supporting implementation and/or rectification programs which may be of use to Recipient Church in its application of Scientology.

6. Finally, CSI agrees to provide such promotional assistance, administrative consultancy, and operational reviews as may be needed to facilitate the continued expansion of Recipient Church.

7. The Recipient Church agrees that it will cause to be prepared and submitted to CSI such information, technical data and reports which CSI deems helpful to fulfill its obligations hereunder.

8. As an exchange for all services provided to it by CSI pursuant to this Agreement, the Recipient Church agrees that it will contribute to the Church of Scientology Religious Trust such amounts of money, to be used and applied by such trust solely and exclusively for the

accomplishment of religious purposes, as shall constitute proper exchange for the benefits received by the Recipient Church under this Agreement. The amounts so to be contributed to the Church of Scientology Religious Trust shall be such amounts as appear upon detailed billings rendered by CSI from time to time to the Recipient Church for services so provided.

9. CSI agrees that having made full exchange for services received from CSI by making contributions to the Church of Scientology Religious Trust as provided in paragraph 8 above, the Recipient Church shall not be obligated to make any payment to CSI on accounts of such services. Moreover, CSI covenants with the Recipient Church, both for its benefit and for the express benefit of the Church of Scientology Religious Trust, that it shall have no claim and will make no claim to or against any amounts contributed by the Recipient Church to the Church of Scientology Religious Trust, either pursuant to this Agreement or for any other reason.

10. The Church of Scientology Religious Trust is intended to be a third party beneficiary of this Agreement.

11. The Recipient Church recognizes that the purpose of this Agreement is to enable it to disseminate and practice Scientology, and the Recipient Church recognizes the important role of CSI in maintaining the purity and quality of Scientology. Accordingly, in the event that CSI determines that the Recipient Church is not utilizing or implementing properly the Scriptures, then the Recipient Church shall promptly take

such corrective action as shall be appropriate under the circumstances; and if it fails to do so then CSI shall have the right to terminate this Agreement. Termination of this Agreement by CSI shall relieve CSI of all obligation hereunder, but shall not relieve the Recipient Church from its obligations to contribute to the Church of Scientology Religious Trust with respect to all billings rendered by CSI for services provided hereunder prior to such termination.

12. The Recipient Church covenants and agrees with CSI that the Recipient Church shall take no action in violation of any applicable law or of the Articles of Incorporation or Bylaws of the Recipient Church, and shall not fail to take any action required by any such law or by its Articles of Incorporation or Bylaws, on the basis of any advice or instruction given by CSI pursuant to this Agreement; covenants and agrees with CSI that the Recipient Church will promptly inform CSI in writing in the event that any advice or instruction given by CSI to the Recipient Church or any of its agents or employees cannot be implemented by the Recipient Church consistently with all such laws and the provisions of its Articles of Incorporation and Bylaws; and covenants and agrees with CSI that the Recipient Church will and its successors and assigns shall indemnify and hold harmless CSI and its successors from and against all claims, demands and damages in any way arising out of any action or failure to act by the Recipient Church or any of its agents or employees, by reason of or alleged to be the result of this Agreement, the performance of either party of this Agreement or any advice or instruction given by CSI to the Recipient Church pursuant to this

Agreement. The obligations of the Recipient Church under this paragraph 12 shall continue despite termination of this Agreement by lapse of time or for cause.

13. This Agreement represents the entire agreement and understanding between the parties hereto with respect to the subject matter hereof. This Agreement shall be interpreted under the statutes and legal decisions of the State of California.

14. This Agreement shall run initially until December 31, 1982. Unless terminated by thirty (30) days written notice by either party or prior to the stated termination day hereof, this Agreement shall automatically renew for a period of one year, from year to year.

15. Anything to the contrary herein above stated notwithstanding, and in consideration of the fact that the parties hereto are Scientology organizations, the parties covenant and agree that disputes hereunder shall be resolved in accordance with applicable ecclesiastical policy of the Church of Scientology, including, but not limited to, policies relating to the covering of Committees of Evidence and to the doctrines and procedures of Scientology ethics and justice, and the parties, in furtherance of the foregoing, agree that no dispute hereunder shall be taken to any arbitration, civil court or other governmental administrative agency unless said ecclesiastical policies are first pursued and found to be inadequate or insufficient to resolve such dispute. Further, the parties agree that if any dispute is not resolved

in accordance with the foregoing then such dispute shall be referred to binding arbitration under the auspices of the Los Angeles office of the American Arbitration Association. The arbitrator shall have authority to award to the prevailing party in such proceedings its costs and legal fees reasonably incurred.

16. This Agreement may not be changed, modified or amended except by an agreement in writing by the party to be bound thereby.

IN WITNESS WHEREOF, this Agreement has been duly executed
this _____ day of _____, 1982.

CHURCH OF SCIENTOLOGY
INTERNATIONAL.

By _____

CHURCH OF SCIENTOLOGY
OF _____

By _____

SCHEDULE OF CHURCHES OF SCIENTOLOGY PAYMENTS TO CSI PER ORG

Albuquerque, N.M.	\$ 1,562.80
Austin, Texas	\$ 14,529.53
Boston, Mass.	\$ 33,112.84
Buffalo, N.Y.	\$ 5,564.63
CCLA	\$ 41,195.57
CCLV	\$ 6,692.55
Chicago, Ill	\$ 6,525.50
Cincinnati, Ohio	\$ 314.91
Columbus, Ohio	\$ 3,811.58
CSC	\$410,382.21
Colorado	\$ 162.77
DC	\$ 33,222.60
Denver, Colorado	\$ 5,816.75
Detroit, MI	\$ 6,427.50
Flag Service Org	\$384,491.23
Hawaii	\$ 3,678.48
LA Org	\$ 19,402.41
Las Vegas, NV	\$ 5,875.84
Miami, FLA	\$ 41,611.60
New York, N.Y.	\$ 37,479.56
Orlando, FLA	\$ 1,872.72
Pasadena, CA	\$ 6,297.17
Philadelphia, PENN	\$ 8,835.55
Phonenix, AZ	\$ 1,041.36
Portland, OR	\$ 2,666.50
Sacramento, CA	\$ 1,857.82
SMI	\$ 150.00
San Diego	\$ 5,823.53

SCHEDULE (CONTINUED)

Santa Barbara, CA	\$ 5,794.23
San Francisco, CA	\$ 42,425.42
Seattle, WASH	\$ 18,586.39
St. Louis,	\$ 1,874.18
Tampa, FLA	\$ 165.47
Twin Cities, MINN	\$ 4,412.67
Valley, CA	\$ 32,275.95

Grand Total	\$1,195,939.82
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