

DECLARATION OF TRUST
CREATING THE
UNITED STATES PARISHOWNERS TRUST

This DECLARATION OF TRUST (hereinafter "this Declaration"), dated the 16 day of December, 1988, is made and acknowledged by CHURCH OF SCIENTOLOGY FLAG SERVICE ORG, INC., a Florida non-profit religious corporation, and CHURCH OF SCIENTOLOGY WESTERN UNITED STATES, a California non-profit religious corporation, hereinafter referred to as "the Subscribing Churches", and by TOM ASHWORTH, MARK INGBER and BECKY OHL individuals hereinafter referred to as "Trustees",

WITNESSETH:

A. the Subscribing Churches conduct religious activities as churches of the religion of Scientology in the United States.

B. The Subscribing Churches from time to time receive payments of the kind known among Scientologists (and hereinafter referred to) as "advance payments".

C. the Subscribing Churches are 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 one or another of the Subscribing Churches or to another Church of Scientology.

Ex. II-4-0

D. The Trustees, in order to provide assurance to such persons that their advance payments will be applied in accordance with the Scientology scriptures, are willing to take title to such advance payments, to be held and applied as such persons shall instruct and for the purposes of the religion, in accordance with the terms and conditions of this Declaration and subject to the conditions and limitations hereof.

E. In furtherance of and in order to implement the intentions of the parties in respect of such advance payments, each of the Subscribing Churches intends to enter into an agreement with the Trustees, in the form attached hereto as Exhibit A (with respect to the Church of Scientology Flag Service Org. Inc.) and as Exhibit B (with respect to the Church of Scientology Western United States). Said agreements are hereinafter referred to as "the Agreements".

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

1. The Trustees hereby acknowledge that on the date of this Agreement they have received the sum of \$1000 from each of the Subscribing Churches.

2. The Trustees acknowledge and declare that they have accepted said amounts so received and will hold the same in

trust together with such additional money and other property as they shall hereafter accept pursuant to the Agreements and this Declaration, and will dispose thereof, together with any profits derived therefrom, in accordance with the terms and conditions of this Declaration.

3. The Subscribing Churches covenant with the Trustees that they will enter into the Agreements and faithfully perform all of their obligations thereunder in accordance with the terms and provisions thereof.

4. The parties agree that as used hereinafter the following terms shall have the following meanings:

- a. "Schedules" shall mean the schedules of names and amounts of advance payments which are referred to in the Agreements, upon and after receipt thereof by the Trustees.
- b. "Parishioners" shall mean the persons named on the Schedules.
- c. "Advance Payments" shall mean the advance payments of the Parishioners as shown on the Schedules, upon and after receipt thereof by the Trustees.

5. The Trustees declare and covenant that they will receive, hold and dispose of the Advance Payments for the benefit of the Parishioners, each in the amount or amounts stated after such Parishioner's name on the Schedules, in accordance with the terms and provisions of this Declaration, but subject to the conditions and limitations herein stated, and provided, however, that the beneficial interest of each Parishioner shall be limited in any event to the right to have the amount of such Parishioner's Advance Payment, as

determined from the Schedules, either: (a) paid over by the Trustees, without interest, to a Church of Scientology, pursuant to section 7; or (b) included in the income of the Trust pursuant to section 11.

6. Upon disposition of any Advance Payment in accordance with the provisions of the preceding section, all rights and beneficial interest of the Parishioner with respect thereto shall terminate, and the Trustees shall have no further obligation to the Parishioner with respect thereto.

7. The Trustees covenant that they shall, upon the request of any Parishioner, pay the amount of such Parishioner's Advance Payment over to a Church of Scientology, subject, however, to the limitations and conditions stated in section 8 and provided, however, that (a) the designated church shall at the time of such request and payment be in good standing with Church of Scientology International or its successor as the Mother Church of the religion (hereinafter referred to as "the Mother Church"); (b) the Parishioner shall at the time of such request and payment be in good standing with the Mother Church; and (c) the payment of the Advance Payment to the church shall be in accordance with the Scientology scriptures.

8. Upon receiving a request pursuant to section 7 to pay the amount of an Advance Payment to a church designated by a Parishioner, the Trustees shall determine whether or not the designated church is an organization described in the last paragraph of section 13. If the designated church is such an

organization, then the Trustees shall pay the entire amount of the Advance Payment to the designated church, without interest. In the absence of such a determination, the Trustees shall pay to the designated church an amount equal to whichever shall be the lesser of (a) the amount of such Advance Payment, without interest, and (b) the amount which the Trustees shall in their sole discretion determine to be needed by the designated church in order to continue the conduct of its religious activities as a Church of Scientology.

9. The request of a Parishioner to the Trustees to pay the amount of an Advance Payment to a church pursuant to section 7 may be made directly by the Parishioner, or indirectly by the Parishioner via the church; provided, however, that the trustees shall have received, in the absence of a written request signed by the Parishioner, a certificate which is satisfactory to the Trustees in both form and substance, executed by a duly authorized officer or agent of the church, to the effect that the Parishioner has made the request and is in good standing with the Mother Church, that the requested payment over by the Trustees is in accordance with the Scientology scriptures, and that the certifying church shall indemnify and hold harmless the Trustees, their successors and assigns, from and against all further liability to the Parishioner with respect to amounts paid by the Trustees in accordance with the request.

10. The Trustees shall invest the Trust's funds in

investments which provide liquidity and safety in keeping with their duty to make payments pursuant to section 7. The Trustees, in their discretion, may invest the Trust's funds in adequately secured mortgage loans on properties owned by Churches of Scientology and other Scientology organizations which are in good standing with the Mother Church to the extent the Trustees deem appropriate, without regard to legal requirements as to the diversification of investments.

11. The Trustees shall maintain a separate account for each of the Parishioners reflecting the Parishioner's Advance Payments, any amounts paid out at the Parishioner's request pursuant to section 7, and any amounts which are included in the income of the Trust pursuant to the following provisions of this section 11.

If the amount paid out by the Trustees to a church designated by any Parishioner in accordance with section 7 shall by reason of the conditions and limitations stated in section 8 be less than the amount which the Parishioner requested so to be paid, then the excess shall be included in the income of the Trust.

The Trustees shall from time to time determine the identities of all Parishioners who are unlikely ever to request payment of their Advance Payments pursuant section 7, and shall include the amounts of all such Advance Payments in the income of the Trust.

For the purpose of determining whether a particular Parishioner is likely, or unlikely, to request such a payment

of such Parishioner's Advance Payment, the Trustees shall formulate criteria which are in accordance with the Scientology scriptures and which take into account, among other things, the Parishioner's demonstrated interest in the religion prior to making the Advance Payment, such Parishioner's demonstrated interest in the religion subsequent to making the Advance Payment, the period of time which has elapsed since the Advance Payment was made, and other factors bearing upon the likelihood of a request by the Parishioner for the application of the Advance Payment; provided, however, that unless the Trustees either (a) have reasonable grounds to believe that the Parishioner is deceased or (b) have received notice from the Mother Church that the Parishioner has ceased to be in good standing with the Mother Church, no such determination shall be made prior to the expiry of five years after the Parishioner last made an Advance Payment or requested the application of an Advance Payment (whichever shall be the last to occur).

12. None of the Subscribing Churches, the Mother Church, any Parishioner or any other person shall have any interest in or right to any portion of the income of the Trust, whether resulting from the investment of Advance Payments, or from the inclusion in income of amounts pursuant to section 11, or from any other source.

13. All assets of the Trust (after deducting therefrom all amounts paid out by the Trustees in accordance with the foregoing provisions of this Declaration), and net of general

liabilities of the Trust (if any), shall be dedicated exclusively and irrevocably to religious purposes. No part of the net earnings or assets of the Trust shall inure to or for the benefit of any private person, either directly or indirectly; no substantial part of the activities of the Trust shall in any way consist in the carrying on of propaganda or otherwise attempting to influence legislation; and the Trust shall not either directly or indirectly participate in or intervene in any political campaign on behalf of or in opposition to any candidate for public office, including the publishing and distribution of statements.

If at any time the Trust should be or become a private foundation, as that term is defined in section 509(a) of the Internal Revenue Code of 1986 (hereinafter "private foundation"), then during the entire time in which the Trust is a private foundation, and until the status of the Trust as a private foundation ceases, the Trustees shall conduct the affairs of the Trust as follows:

The Trustees shall distribute Trust income for each taxable year at such time and in such manner as to not subject the Trust to tax under section 4942 of the Internal Revenue Code;

The Trustees shall not cause or permit the Trust to engage in any act of self-dealing as defined in section 4941(d) of the Internal Revenue Code;

The Trustees shall not cause or permit the Trust to retain any excess business holdings as defined in section 4943(c) of the Internal Revenue Code;

The Trustees shall not cause or permit the Trust to make any investments in such manner as to subject the Trust to tax under section 4944 of the Internal Revenue Code; and

The Trustees shall not cause or permit the Trust to make any taxable expenditures as defined in section 4945(d) of the Internal Revenue Code.

Upon winding up of the Trust, and after adequate provision for all of its liabilities, the assets of the Trust shall be distributed to one or more of the organizations of the religion of Scientology which are in good standing with the Mother Church and which are described in section 501(c)(3) and in either section 509(a)(1) or section 509(a)(2) of the Internal Revenue Code.

14. The Trustees may expend all or any part of the net income of the Trust for the dissemination and expansion of the religion of Scientology, and may make grants and gifts thereof to one or more of the organizations which are described in the last paragraph of the preceding section. The Trustees may also make loans out of the principal and income of the Trust, with or without interest, to one or more of such organizations.

15. None of the Trustees shall be entitled to receive

any compensation for services as a Trustee; however, each shall be entitled to reimbursement for his or her actual out-of-pocket costs reasonably incurred in the performance and discharge of duties as a Trustee.

16. Each of the Trustees is a duly ordained minister of Scientology over the age of 21 years, is well versed in the Scientology scriptures, is well versed in the Scientology ethics and justice systems, and is in good standing with the Mother Church.

The incumbency of each of the Trustees shall continue only so long as he or she shall continue to meet the aforesaid criteria. Should any Trustee cease to meet any one or more of these criteria, then he or she shall cease to be a Trustee and shall have no further right or authority with respect to the Trust.

If there shall at any time be fewer than three incumbent Trustees who meet the above stated criteria, then the remaining Trustees (or Trustee, if there shall be but one) shall designate a successor Trustee or Trustees who meet said criteria, to the end that there shall be no fewer than three incumbent Trustees.

If there shall at any time be no incumbent Trustee, then three individuals each of whom meets the above stated criteria shall be elected to be successor Trustees by the governing boards of the Churches of Scientology in the United States which have the authority to ordain ministers and which are described in the last paragraph of section 13, in an

election in which the governing board of each such organization shall be entitled to cast one vote. Thereafter, any vacancy in the position of Trustee shall again be filled as hereinabove provided in this section.

Any Trustee shall have the right to resign as Trustee at any time. Any resigning Trustee shall, at the sole cost and expense of the Trust, execute all instruments and do all acts as may be necessary or convenient to vest title to Trust assets in any successor Trustee.

17. The Trustees may, if they are willing to do so, at any time accept payments of advance payments from any Scientology organization that is in good standing with the Mother Church, to be held, administered and disposed of in accordance with the provisions of this Declaration.

18. The Trustees may, if they are willing to do so, at any time accept advance payments from any person who is in good standing with the Mother Church, to be held, administered and disposed of in accordance with the provisions of this Declaration.

19. No Parishioner shall have any rights, whether with respect to such Parishioner's Advance Payment or with respect to the Trust and the Trustees in general, except as they are specifically stated in this Declaration. That is to say that the rights of each Parishioner shall be limited to the right to have such Parishioner's Advance Payment paid over to a Church of Scientology as provided in section 7, or included in the income of the Trust as provided in section 11, all in

accordance with, and subject to, the express provisions contained in section 5 and in the provisions of this Declaration following said section.

20. The Subscribing Churches and the Trustees agree that this trust shall terminate on the tenth (10th) anniversary of the death of the last survivor of the Parishioners who are living on the date of this Declaration. However, the Subscribing Churches and the Trustees may terminate this trust by mutual agreement at any time after the fifth anniversary of the date of this Declaration. Upon termination of this trust, the Trustees shall pay the aggregate amount of the Advance Payments then held by the Trustees for the benefit of the Parishioners to an organization described in the last paragraph of section 13, impressed with a trust for the continued benefit of the Parishioners as provided in this Declaration.

21. The trust created by this Declaration shall be known as the "UNITED STATES PARISHIONERS TRUST" and the Trustees shall administer the Trust and take and hold title to all Trust assets, including but not limited to bank accounts, under or with reference to such name and style.

22. The Trustees may from time to time adopt such rules and regulations as they shall in their discretion deem necessary or desirable for the governance and administration of the Trust and its assets, including but not limited to the call and conduct of meetings of the Trustees, the banking, safekeeping, investment and disposition of trust assets and

records, the hiring, compensation and delegation of authority to employees and agents, and the acquisition of offices and other facilities; provided, however, that (a) all actions of the Trustees shall be in writing signed by all of the Trustees until such time as the Trustees shall have adopted rules for the call and conduct of meetings, (b) no action of the Trustees shall serve to relieve them or any of them of their fiduciary duties to the Parishioners pursuant to this Declaration, and (c) all such rules and regulations shall be consistent with this Declaration.

23. The Subscribing Churches and the Trustees may in their discretion amend this Declaration by written amendments executed by both of the Subscribing Churches and by all of the Trustees, without the consent or approval of any of the Parishioners; provided, however, that no such amendment shall (a) change the beneficial interest or adversely affect the rights of any Parishioner or relieve the Subscribing Churches or the Trustees, or any of them, of their fiduciary duties to any Parishioner pursuant to this Declaration without the consent of such Parishioner, or (b) substantially alter any of section 8, sections 12 through 16, inclusive, section 19, or this section, except as may be required by the Commissioner of Internal Revenue as a condition to formal recognition of the Trust as exempt from taxation under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3) thereof.


24. This Declaration shall be construed in accordance

with the laws of the State of California.

IN WITNESS WHEREOF, the Subscribing Churches and the Trustees
have executed this Declaration as of the day and year first
above set forth.

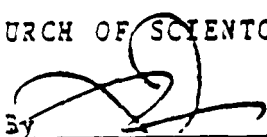
CHURCH OF SCIENTOLOGY FLAG SERVICE ORG, INC.

By


President

CHURCH OF SCIENTOLOGY WESTERN UNITED STATES

By


President

TRUSTEES:


TOM ASHWORTH


MARK INGBER


BECKY OHL

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, MARK 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 the "Trust Parishioners", and their Advance 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 trust dated the 16th day of December, 1988, 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 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.

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 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 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

DECLARATION OF TRUST
CREATING THE
UNITED STATES PARISHOWNERS TRUST

This DECLARATION OF TRUST (hereinafter "this Declaration"), dated the 16 day of December, 1988, is made and acknowledged by CHURCH OF SCIENTOLOGY FLAG SERVICE ORG, INC., a Florida non-profit religious corporation, and CHURCH OF SCIENTOLOGY WESTERN UNITED STATES, a California non-profit religious corporation, hereinafter referred to as "the Subscribing Churches", and by TOM ASHWORTH, MARK INGBER and BECKY OHL individuals hereinafter referred to as "Trustees",

WITNESSETH:

A. the Subscribing Churches conduct religious activities as churches of the religion of Scientology in the United States.

B. The Subscribing Churches from time to time receive payments of the kind known among Scientologists (and hereinafter referred to) as "advance payments".

C. the Subscribing Churches are 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 one or another of the Subscribing Churches or to another Church of Scientology.

Ex. II-4-0

D. The Trustees, in order to provide assurance to such persons that their advance payments will be applied in accordance with the Scientology scriptures, are willing to take title to such advance payments, to be held and applied as such persons shall instruct and for the purposes of the religion, in accordance with the terms and conditions of this Declaration and subject to the conditions and limitations hereof.

E. In furtherance of and in order to implement the intentions of the parties in respect of such advance payments, each of the Subscribing Churches intends to enter into an agreement with the Trustees, in the form attached hereto as Exhibit A (with respect to the Church of Scientology Flag Service Org. Inc.) and as Exhibit B (with respect to the Church of Scientology Western United States). Said agreements are hereinafter referred to as "the Agreements".

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

1. The Trustees hereby acknowledge that on the date of this Agreement they have received the sum of \$1000 from each of the Subscribing Churches.

2. The Trustees acknowledge and declare that they have accepted said amounts so received and will hold the same in

trust together with such additional money and other property as they shall hereafter accept pursuant to the Agreements and this Declaration, and will dispose thereof, together with any profits derived therefrom, in accordance with the terms and conditions of this Declaration.

3. The Subscribing Churches covenant with the Trustees that they will enter into the Agreements and faithfully perform all of their obligations thereunder in accordance with the terms and provisions thereof.

4. The parties agree that as used hereinafter the following terms shall have the following meanings:

- a. "Schedules" shall mean the schedules of names and amounts of advance payments which are referred to in the Agreements, upon and after receipt thereof by the Trustees.
- b. "Parishioners" shall mean the persons named on the Schedules.
- c. "Advance Payments" shall mean the advance payments of the Parishioners as shown on the Schedules, upon and after receipt thereof by the Trustees.

5. The Trustees declare and covenant that they will receive, hold and dispose of the Advance Payments for the benefit of the Parishioners, each in the amount or amounts stated after such Parishioner's name on the Schedules, in accordance with the terms and provisions of this Declaration, but subject to the conditions and limitations herein stated, and provided, however, that the beneficial interest of each Parishioner shall be limited in any event to the right to have the amount of such Parishioner's Advance Payment, as

determined from the Schedules, either: (a) paid over by the Trustees, without interest, to a Church of Scientology, pursuant to section 7; or (b) included in the income of the Trust pursuant to section 11.

6. Upon disposition of any Advance Payment in accordance with the provisions of the preceding section, all rights and beneficial interest of the Parishioner with respect thereto shall terminate, and the Trustees shall have no further obligation to the Parishioner with respect thereto.

7. The Trustees covenant that they shall, upon the request of any Parishioner, pay the amount of such Parishioner's Advance Payment over to a Church of Scientology, subject, however, to the limitations and conditions stated in section 8 and provided, however, that (a) the designated church shall at the time of such request and payment be in good standing with Church of Scientology International or its successor as the Mother Church of the religion (hereinafter referred to as "the Mother Church"); (b) the Parishioner shall at the time of such request and payment be in good standing with the Mother Church; and (c) the payment of the Advance Payment to the church shall be in accordance with the Scientology scriptures.

8. Upon receiving a request pursuant to section 7 to pay the amount of an Advance Payment to a church designated by a Parishioner, the Trustees shall determine whether or not the designated church is an organization described in the last paragraph of section 13. If the designated church is such an

organization, then the Trustees shall pay the entire amount of the Advance Payment to the designated church, without interest. In the absence of such a determination, the Trustees shall pay to the designated church an amount equal to whichever shall be the lesser of (a) the amount of such Advance Payment, without interest, and (b) the amount which the Trustees shall in their sole discretion determine to be needed by the designated church in order to continue the conduct of its religious activities as a Church of Scientology.

9. The request of a Parishioner to the Trustees to pay the amount of an Advance Payment to a church pursuant to section 7 may be made directly by the Parishioner, or indirectly by the Parishioner via the church; provided, however, that the trustees shall have received, in the absence of a written request signed by the Parishioner, a certificate which is satisfactory to the Trustees in both form and substance, executed by a duly authorized officer or agent of the church, to the effect that the Parishioner has made the request and is in good standing with the Mother Church, that the requested payment over by the Trustees is in accordance with the Scientology scriptures, and that the certifying church shall indemnify and hold harmless the Trustees, their successors and assigns, from and against all further liability to the Parishioner with respect to amounts paid by the Trustees in accordance with the request.

10. The Trustees shall invest the Trust's funds in

investments which provide liquidity and safety in keeping with their duty to make payments pursuant to section 7. The Trustees, in their discretion, may invest the Trust's funds in adequately secured mortgage loans on properties owned by Churches of Scientology and other Scientology organizations which are in good standing with the Mother Church to the extent the Trustees deem appropriate, without regard to legal requirements as to the diversification of investments.

11. The Trustees shall maintain a separate account for each of the Parishioners reflecting the Parishioner's Advance Payments, any amounts paid out at the Parishioner's request pursuant to section 7, and any amounts which are included in the income of the Trust pursuant to the following provisions of this section 11.

If the amount paid out by the Trustees to a church designated by any Parishioner in accordance with section 7 shall by reason of the conditions and limitations stated in section 8 be less than the amount which the Parishioner requested so to be paid, then the excess shall be included in the income of the Trust.

The Trustees shall from time to time determine the identities of all Parishioners who are unlikely ever to request payment of their Advance Payments pursuant section 7, and shall include the amounts of all such Advance Payments in the income of the Trust.

For the purpose of determining whether a particular Parishioner is likely, or unlikely, to request such a payment

of such Parishioner's Advance Payment, the Trustees shall formulate criteria which are in accordance with the Scientology scriptures and which take into account, among other things, the Parishioner's demonstrated interest in the religion prior to making the Advance Payment, such Parishioner's demonstrated interest in the religion subsequent to making the Advance Payment, the period of time which has elapsed since the Advance Payment was made, and other factors bearing upon the likelihood of a request by the Parishioner for the application of the Advance Payment; provided, however, that unless the Trustees either (a) have reasonable grounds to believe that the Parishioner is deceased or (b) have received notice from the Mother Church that the Parishioner has ceased to be in good standing with the Mother Church, no such determination shall be made prior to the expiry of five years after the Parishioner last made an Advance Payment or requested the application of an Advance Payment (whichever shall be the last to occur).

12. None of the Subscribing Churches, the Mother Church, any Parishioner or any other person shall have any interest in or right to any portion of the income of the Trust, whether resulting from the investment of Advance Payments, or from the inclusion in income of amounts pursuant to section 11, or from any other source.

13. All assets of the Trust (after deducting therefrom all amounts paid out by the Trustees in accordance with the foregoing provisions of this Declaration), and net of general

liabilities of the Trust (if any), shall be dedicated exclusively and irrevocably to religious purposes. No part of the net earnings or assets of the Trust shall inure to or for the benefit of any private person, either directly or indirectly; no substantial part of the activities of the Trust shall in any way consist in the carrying on of propaganda or otherwise attempting to influence legislation; and the Trust shall not either directly or indirectly participate in or intervene in any political campaign on behalf of or in opposition to any candidate for public office, including the publishing and distribution of statements.

If at any time the Trust should be or become a private foundation, as that term is defined in section 509(a) of the Internal Revenue Code of 1986 (hereinafter "private foundation"), then during the entire time in which the Trust is a private foundation, and until the status of the Trust as a private foundation ceases, the Trustees shall conduct the affairs of the Trust as follows:

The Trustees shall distribute Trust income for each taxable year at such time and in such manner as to not subject the Trust to tax under section 4942 of the Internal Revenue Code;

The Trustees shall not cause or permit the Trust to engage in any act of self-dealing as defined in section 4941(d) of the Internal Revenue Code;

The Trustees shall not cause or permit the Trust to retain any excess business holdings as defined in section 4943(c) of the Internal Revenue Code;

The Trustees shall not cause or permit the Trust to make any investments in such manner as to subject the Trust to tax under section 4944 of the Internal Revenue Code; and

The Trustees shall not cause or permit the Trust to make any taxable expenditures as defined in section 4945(d) of the Internal Revenue Code.

Upon winding up of the Trust, and after adequate provision for all of its liabilities, the assets of the Trust shall be distributed to one or more of the organizations of the religion of Scientology which are in good standing with the Mother Church and which are described in section 501(c)(3) and in either section 509(a)(1) or section 509(a)(2) of the Internal Revenue Code.

14. The Trustees may expend all or any part of the net income of the Trust for the dissemination and expansion of the religion of Scientology, and may make grants and gifts thereof to one or more of the organizations which are described in the last paragraph of the preceding section. The Trustees may also make loans out of the principal and income of the Trust, with or without interest, to one or more of such organizations.

15. None of the Trustees shall be entitled to receive

any compensation for services as a Trustee; however, each shall be entitled to reimbursement for his or her actual out-of-pocket costs reasonably incurred in the performance and discharge of duties as a Trustee.

16. Each of the Trustees is a duly ordained minister of Scientology over the age of 21 years, is well versed in the Scientology scriptures, is well versed in the Scientology ethics and justice systems, and is in good standing with the Mother Church.

The incumbency of each of the Trustees shall continue only so long as he or she shall continue to meet the aforesaid criteria. Should any Trustee cease to meet any one or more of these criteria, then he or she shall cease to be a Trustee and shall have no further right or authority with respect to the Trust.

If there shall at any time be fewer than three incumbent Trustees who meet the above stated criteria, then the remaining Trustees (or Trustee, if there shall be but one) shall designate a successor Trustee or Trustees who meet said criteria, to the end that there shall be no fewer than three incumbent Trustees.

If there shall at any time be no incumbent Trustee, then three individuals each of whom meets the above stated criteria shall be elected to be successor Trustees by the governing boards of the Churches of Scientology in the United States which have the authority to ordain ministers and which are described in the last paragraph of section 13, in an

election in which the governing board of each such organization shall be entitled to cast one vote. Thereafter, any vacancy in the position of Trustee shall again be filled as hereinabove provided in this section.

Any Trustee shall have the right to resign as Trustee at any time. Any resigning Trustee shall, at the sole cost and expense of the Trust, execute all instruments and do all acts as may be necessary or convenient to vest title to Trust assets in any successor Trustee.

17. The Trustees may, if they are willing to do so, at any time accept payments of advance payments from any Scientology organization that is in good standing with the Mother Church, to be held, administered and disposed of in accordance with the provisions of this Declaration.

18. The Trustees may, if they are willing to do so, at any time accept advance payments from any person who is in good standing with the Mother Church, to be held, administered and disposed of in accordance with the provisions of this Declaration.

19. No Parishioner shall have any rights, whether with respect to such Parishioner's Advance Payment or with respect to the Trust and the Trustees in general, except as they are specifically stated in this Declaration. That is to say that the rights of each Parishioner shall be limited to the right to have such Parishioner's Advance Payment paid over to a Church of Scientology as provided in section 7, or included in the income of the Trust as provided in section 11, all in

accordance with, and subject to, the express provisions contained in section 5 and in the provisions of this Declaration following said section.

20. The Subscribing Churches and the Trustees agree that this trust shall terminate on the tenth (10th) anniversary of the death of the last survivor of the Parishioners who are living on the date of this Declaration. However, the Subscribing Churches and the Trustees may terminate this trust by mutual agreement at any time after the fifth anniversary of the date of this Declaration. Upon termination of this trust, the Trustees shall pay the aggregate amount of the Advance Payments then held by the Trustees for the benefit of the Parishioners to an organization described in the last paragraph of section 13, impressed with a trust for the continued benefit of the Parishioners as provided in this Declaration.

21. The trust created by this Declaration shall be known as the "UNITED STATES PARISHIONERS TRUST" and the Trustees shall administer the Trust and take and hold title to all Trust assets, including but not limited to bank accounts, under or with reference to such name and style.

22. The Trustees may from time to time adopt such rules and regulations as they shall in their discretion deem necessary or desirable for the governance and administration of the Trust and its assets, including but not limited to the call and conduct of meetings of the Trustees, the banking, safekeeping, investment and disposition of trust assets and

records, the hiring, compensation and delegation of authority to employees and agents, and the acquisition of offices and other facilities; provided, however, that (a) all actions of the Trustees shall be in writing signed by all of the Trustees until such time as the Trustees shall have adopted rules for the call and conduct of meetings, (b) no action of the Trustees shall serve to relieve them or any of them of their fiduciary duties to the Parishioners pursuant to this Declaration, and (c) all such rules and regulations shall be consistent with this Declaration.

23. The Subscribing Churches and the Trustees may in their discretion amend this Declaration by written amendments executed by both of the Subscribing Churches and by all of the Trustees, without the consent or approval of any of the Parishioners; provided, however, that no such amendment shall (a) change the beneficial interest or adversely affect the rights of any Parishioner or relieve the Subscribing Churches or the Trustees, or any of them, of their fiduciary duties to any Parishioner pursuant to this Declaration without the consent of such Parishioner, or (b) substantially alter any of section 8, sections 12 through 16, inclusive, section 19, or this section, except as may be required by the Commissioner of Internal Revenue as a condition to formal recognition of the Trust as exempt from taxation under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3) thereof.


24. This Declaration shall be construed in accordance

with the laws of the State of California.

IN WITNESS WHEREOF, the Subscribing Churches and the Trustees
have executed this Declaration as of the day and year first
above set forth.

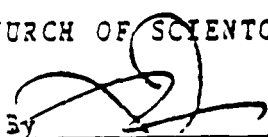
CHURCH OF SCIENTOLOGY FLAG SERVICE ORG, INC.

By


President

CHURCH OF SCIENTOLOGY WESTERN UNITED STATES


By


President

TRUSTEES:


TOM ASHWORTH


MARK INGBER


BECKY OHL

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, MARK 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 the "Trust Parishioners", and their Advance 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 trust dated the 16th day of December, 1988, 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 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.

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 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 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.

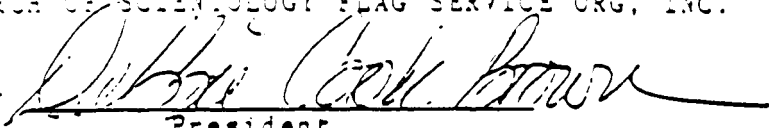
8. The Trustees declare and covenant that they will hold and dispose of the Advance Payments for the benefit of the Parishioners in the amounts stated after their names on the Schedules, in accordance with the terms and provisions of the Declaration of Trust, but subject to the conditions and limitations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

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

AGREEMENT

This Agreement, dated the 10th 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",

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 are hereinafter referred to as the "Trust Parishioners", and their Advance Payments are hereinafter referred to as the "Trust Advance Payments".

E. A portion of the Trust Advance Payments is presently held in trust by that certain trust known as the Church of Scientology Advance Payments Trust and hereinafter referred to as the "AP Trust".

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

G. The Trust was created by and exists in accordance with the declaration of trust dated the ____ day of December, 1988, 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 payments will 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.

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 31 October 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 \$ 20,348,244.52. 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 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

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

D. The Trustees, in order to provide assurance to such persons that their advance payments will be applied in accordance with the Scientology scriptures, are willing to take title to such advance payments, to be held and applied as such persons shall instruct and for the purposes of the religion, in accordance with the terms and conditions of this Declaration and subject to the conditions and limitations hereof.

E. In furtherance of and in order to implement the intentions of the parties in respect of such advance payments, each of the Subscribing Churches intends to enter into an agreement with the Trustees, in the form attached hereto as Exhibit A (with respect to the Church of Scientology Flag Service Org. Inc.) and as Exhibit B (with respect to the Church of Scientology Western United States). Said agreements are hereinafter referred to as "the Agreements".

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

1. The Trustees hereby acknowledge that on the date of this Agreement they have received the sum of \$1000 from each of the Subscribing Churches.

2. The Trustees acknowledge and declare that they have accepted said amounts so received and will hold the same in

trust together with such additional money and other property as they shall hereafter accept pursuant to the Agreements and this Declaration, and will dispose thereof, together with any profits derived therefrom, in accordance with the terms and conditions of this Declaration.

3. The Subscribing Churches covenant with the Trustees that they will enter into the Agreements and faithfully perform all of their obligations thereunder in accordance with the terms and provisions thereof.

4. The parties agree that as used hereinafter the following terms shall have the following meanings:

- a. "Schedules" shall mean the schedules of names and amounts of advance payments which are referred to in the Agreements, upon and after receipt thereof by the Trustees.
- b. "Parishioners" shall mean the persons named on the Schedules.
- c. "Advance Payments" shall mean the advance payments of the Parishioners as shown on the Schedules, upon and after receipt thereof by the Trustees.

5. The Trustees declare and covenant that they will receive, hold and dispose of the Advance Payments for the benefit of the Parishioners, each in the amount or amounts stated after such Parishioner's name on the Schedules, in accordance with the terms and provisions of this Declaration, but subject to the conditions and limitations herein stated, and provided, however, that the beneficial interest of each Parishioner shall be limited in any event to the right to have the amount of such Parishioner's Advance Payment, as

determined from the Schedules, either: (a) paid over by the Trustees, without interest, to a Church of Scientology, pursuant to section 7; or (b) included in the income of the Trust pursuant to section 11.

6. Upon disposition of any Advance Payment in accordance with the provisions of the preceding section, all rights and beneficial interest of the Parishioner with respect thereto shall terminate, and the Trustees shall have no further obligation to the Parishioner with respect thereto.

7. The Trustees covenant that they shall, upon the request of any Parishioner, pay the amount of such Parishioner's Advance Payment over to a Church of Scientology, subject, however, to the limitations and conditions stated in section 8 and provided, however, that (a) the designated church shall at the time of such request and payment be in good standing with Church of Scientology International or its successor as the Mother Church of the religion (hereinafter referred to as "the Mother Church"); (b) the Parishioner shall at the time of such request and payment be in good standing with the Mother Church; and (c) the payment of the Advance Payment to the church shall be in accordance with the Scientology scriptures.

8. Upon receiving a request pursuant to section 7 to pay the amount of an Advance Payment to a church designated by a Parishioner, the Trustees shall determine whether or not the designated church is an organization described in the last paragraph of section 13. If the designated church is such an

organization, then the Trustees shall pay the entire amount of the Advance Payment to the designated church, without interest. In the absence of such a determination, the Trustees shall pay to the designated church an amount equal to whichever shall be the lesser of (a) the amount of such Advance Payment, without interest, and (b) the amount which the Trustees shall in their sole discretion determine to be needed by the designated church in order to continue the conduct of its religious activities as a Church of Scientology.

9. The request of a Parishioner to the Trustees to pay the amount of an Advance Payment to a church pursuant to section 7 may be made directly by the Parishioner, or indirectly by the Parishioner via the church; provided, however, that the trustees shall have received, in the absence of a written request signed by the Parishioner, a certificate which is satisfactory to the Trustees in both form and substance, executed by a duly authorized officer or agent of the church, to the effect that the Parishioner has made the request and is in good standing with the Mother Church, that the requested payment over by the Trustees is in accordance with the Scientology scriptures, and that the certifying church shall indemnify and hold harmless the Trustees, their successors and assigns, from and against all further liability to the Parishioner with respect to amounts paid by the Trustees in accordance with the request.

10. The Trustees shall invest the Trust's funds in

investments which provide liquidity and safety in keeping with their duty to make payments pursuant to section 7. The Trustees, in their discretion, may invest the Trust's funds in adequately secured mortgage loans on properties owned by Churches of Scientology and other Scientology organizations which are in good standing with the Mother Church to the extent the Trustees deem appropriate, without regard to legal requirements as to the diversification of investments.

11. The Trustees shall maintain a separate account for each of the Parishioners reflecting the Parishioner's Advance Payments, any amounts paid out at the Parishioner's request pursuant to section 7, and any amounts which are included in the income of the Trust pursuant to the following provisions of this section 11.

If the amount paid out by the Trustees to a church designated by any Parishioner in accordance with section 7 shall by reason of the conditions and limitations stated in section 8 be less than the amount which the Parishioner requested so to be paid, then the excess shall be included in the income of the Trust.

The Trustees shall from time to time determine the identities of all Parishioners who are unlikely ever to request payment of their Advance Payments pursuant section 7, and shall include the amounts of all such Advance Payments in the income of the Trust.

For the purpose of determining whether a particular Parishioner is likely, or unlikely, to request such a payment

of such Parishioner's Advance Payment, the Trustees shall formulate criteria which are in accordance with the Scientology scriptures and which take into account, among other things, the Parishioner's demonstrated interest in the religion prior to making the Advance Payment, such Parishioner's demonstrated interest in the religion subsequent to making the Advance Payment, the period of time which has elapsed since the Advance Payment was made, and other factors bearing upon the likelihood of a request by the Parishioner for the application of the Advance Payment; provided, however, that unless the Trustees either (a) have reasonable grounds to believe that the Parishioner is deceased or (b) have received notice from the Mother Church that the Parishioner has ceased to be in good standing with the Mother Church, no such determination shall be made prior to the expiry of five years after the Parishioner last made an Advance Payment or requested the application of an Advance Payment (whichever shall be the last to occur).

12. None of the Subscribing Churches, the Mother Church, any Parishioner or any other person shall have any interest in or right to any portion of the income of the Trust, whether resulting from the investment of Advance Payments, or from the inclusion in income of amounts pursuant to section 11, or from any other source.

13. All assets of the Trust (after deducting therefrom all amounts paid out by the Trustees in accordance with the foregoing provisions of this Declaration), and net of general

liabilities of the Trust (if any), shall be dedicated exclusively and irrevocably to religious purposes. No part of the net earnings or assets of the Trust shall inure to or for the benefit of any private person, either directly or indirectly; no substantial part of the activities of the Trust shall in any way consist in the carrying on of propaganda or otherwise attempting to influence legislation; and the Trust shall not either directly or indirectly participate in or intervene in any political campaign on behalf of or in opposition to any candidate for public office, including the publishing and distribution of statements.

If at any time the Trust should be or become a private foundation, as that term is defined in section 509(a) of the Internal Revenue Code of 1986 (hereinafter "private foundation"), then during the entire time in which the Trust is a private foundation, and until the status of the Trust as a private foundation ceases, the Trustees shall conduct the affairs of the Trust as follows:

The Trustees shall distribute Trust income for each taxable year at such time and in such manner as to not subject the Trust to tax under section 4942 of the Internal Revenue Code;

The Trustees shall not cause or permit the Trust to engage in any act of self-dealing as defined in section 4941(d) of the Internal Revenue Code;

The Trustees shall not cause or permit the Trust to retain any excess business holdings as defined in section 4943(c) of the Internal Revenue Code;

The Trustees shall not cause or permit the Trust to make any investments in such manner as to subject the Trust to tax under section 4944 of the Internal Revenue Code; and

The Trustees shall not cause or permit the Trust to make any taxable expenditures as defined in section 4945(d) of the Internal Revenue Code.

Upon winding up of the Trust, and after adequate provision for all of its liabilities, the assets of the Trust shall be distributed to one or more of the organizations of the religion of Scientology which are in good standing with the Mother Church and which are described in section 501(c)(3) and in either section 509(a)(1) or section 509(a)(2) of the Internal Revenue Code.

14. The Trustees may expend all or any part of the net income of the Trust for the dissemination and expansion of the religion of Scientology, and may make grants and gifts thereof to one or more of the organizations which are described in the last paragraph of the preceding section. The Trustees may also make loans out of the principal and income of the Trust, with or without interest, to one or more of such organizations.

15. None of the Trustees shall be entitled to receive

any compensation for services as a Trustee; however, each shall be entitled to reimbursement for his or her actual out-of-pocket costs reasonably incurred in the performance and discharge of duties as a Trustee.

16. Each of the Trustees is a duly ordained minister of Scientology over the age of 21 years, is well versed in the Scientology scriptures, is well versed in the Scientology ethics and justice systems, and is in good standing with the Mother Church.

The incumbency of each of the Trustees shall continue only so long as he or she shall continue to meet the aforesaid criteria. Should any Trustee cease to meet any one or more of these criteria, then he or she shall cease to be a Trustee and shall have no further right or authority with respect to the Trust.

If there shall at any time be fewer than three incumbent Trustees who meet the above stated criteria, then the remaining Trustees (or Trustee, if there shall be but one) shall designate a successor Trustee or Trustees who meet said criteria, to the end that there shall be no fewer than three incumbent Trustees.

If there shall at any time be no incumbent Trustee, then three individuals each of whom meets the above stated criteria shall be elected to be successor Trustees by the governing boards of the Churches of Scientology in the United States which have the authority to ordain ministers and which are described in the last paragraph of section 13, in an

election in which the governing board of each such organization shall be entitled to cast one vote. Thereafter, any vacancy in the position of Trustee shall again be filled as hereinabove provided in this section.

Any Trustee shall have the right to resign as Trustee at any time. Any resigning Trustee shall, at the sole cost and expense of the Trust, execute all instruments and do all acts as may be necessary or convenient to vest title to Trust assets in any successor Trustee.

17. The Trustees may, if they are willing to do so, at any time accept payments of advance payments from any Scientology organization that is in good standing with the Mother Church, to be held, administered and disposed of in accordance with the provisions of this Declaration.

18. The Trustees may, if they are willing to do so, at any time accept advance payments from any person who is in good standing with the Mother Church, to be held, administered and disposed of in accordance with the provisions of this Declaration.

19. No Parishioner shall have any rights, whether with respect to such Parishioner's Advance Payment or with respect to the Trust and the Trustees in general, except as they are specifically stated in this Declaration. That is to say that the rights of each Parishioner shall be limited to the right to have such Parishioner's Advance Payment paid over to a Church of Scientology as provided in section 7, or included in the income of the Trust as provided in section 11, all in

accordance with, and subject to, the express provisions contained in section 5 and in the provisions of this Declaration following said section.

20. The Subscribing Churches and the Trustees agree that this trust shall terminate on the tenth (10th) anniversary of the death of the last survivor of the Parishioners who are living on the date of this Declaration. However, the Subscribing Churches and the Trustees may terminate this trust by mutual agreement at any time after the fifth anniversary of the date of this Declaration. Upon termination of this trust, the Trustees shall pay the aggregate amount of the Advance Payments then held by the Trustees for the benefit of the Parishioners to an organization described in the last paragraph of section 13, impressed with a trust for the continued benefit of the Parishioners as provided in this Declaration.

21. The trust created by this Declaration shall be known as the "UNITED STATES PARISHIONERS TRUST" and the Trustees shall administer the Trust and take and hold title to all Trust assets, including but not limited to bank accounts, under or with reference to such name and style.

22. The Trustees may from time to time adopt such rules and regulations as they shall in their discretion deem necessary or desirable for the governance and administration of the Trust and its assets, including but not limited to the call and conduct of meetings of the Trustees, the banking, safekeeping, investment and disposition of trust assets and

records, the hiring, compensation and delegation of authority to employees and agents, and the acquisition of offices and other facilities; provided, however, that (a) all actions of the Trustees shall be in writing signed by all of the Trustees until such time as the Trustees shall have adopted rules for the call and conduct of meetings, (b) no action of the Trustees shall serve to relieve them or any of them of their fiduciary duties to the Parishioners pursuant to this Declaration, and (c) all such rules and regulations shall be consistent with this Declaration.

23. The Subscribing Churches and the Trustees may in their discretion amend this Declaration by written amendments executed by both of the Subscribing Churches and by all of the Trustees, without the consent or approval of any of the Parishioners; provided, however, that no such amendment shall (a) change the beneficial interest or adversely affect the rights of any Parishioner or relieve the Subscribing Churches or the Trustees, or any of them, of their fiduciary duties to any Parishioner pursuant to this Declaration without the consent of such Parishioner, or (b) substantially alter any of section 8, sections 12 through 16, inclusive, section 19, or this section, except as may be required by the Commissioner of Internal Revenue as a condition to formal recognition of the Trust as exempt from taxation under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3) thereof.


24. This Declaration shall be construed in accordance

with the laws of the State of California.

IN WITNESS WHEREOF, the Subscribing Churches and the Trustees
have executed this Declaration as of the day and year first
above set forth.

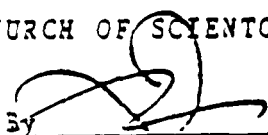
CHURCH OF SCIENTOLOGY FLAG SERVICE ORG, INC.

By


President

CHURCH OF SCIENTOLOGY WESTERN UNITED STATES


By


President

TRUSTEES:


TOM ASHWORTH


MARK INGBER


BECKY OHL

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, MARK 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 the "Trust Parishioners", and their Advance 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 trust dated the 16th day of December, 1988, 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 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.

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 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 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.

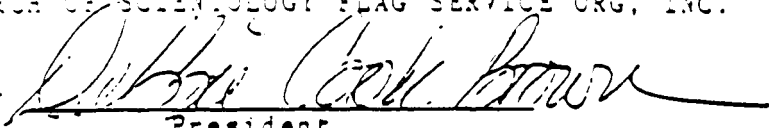
8. The Trustees declare and covenant that they will hold and dispose of the Advance Payments for the benefit of the Parishioners in the amounts stated after their names on the Schedules, in accordance with the terms and provisions of the Declaration of Trust, but subject to the conditions and limitations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

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

AGREEMENT

This Agreement, dated the 10th 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",

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 are hereinafter referred to as the "Trust Parishioners", and their Advance Payments are hereinafter referred to as the "Trust Advance Payments".

E. A portion of the Trust Advance Payments is presently held in trust by that certain trust known as the Church of Scientology Advance Payments Trust and hereinafter referred to as the "AP Trust".

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

G. The Trust was created by and exists in accordance with the declaration of trust dated the ____ day of December, 1988, 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 payments will 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.

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 31 October 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 \$ 20,348,244.52. 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 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

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

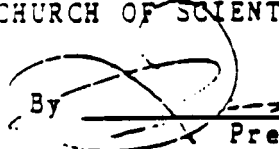
Church. The Church and the Trustees agree that Payment Requests shall constitute satisfactory evidence that the named Parishioners have requested the designated payments, for purposes of sections 7 and 9 of the Declaration of Trust; and the Church covenants and agrees for the benefit of the Trustees 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.

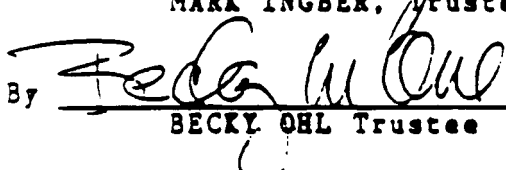
CHURCH OF SCIENTOLOGY WESTERN UNITED STATES

By  _____
President

UNITED STATES PARISHIONERS TRUST

By  _____
TOM ASHWORTH, Trustee

By  _____
MARK INGBER, Trustee

By  _____
BECKY OHL Trustee

AGREEMENT

This Agreement, dated the ____ 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, MARK 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 the "Trust Parishioners", and their Advance 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 trust dated the ____ day of December, 1988, 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 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.

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 _____ 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 hereinafter referred to as "the Original Schedule", the parishioners listed 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 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

AGREEMENT

This Agreement, dated the ____ 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",

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 are hereinafter referred to as the "Trust Parishioners", and their Advance Payments are hereinafter referred to as the "Trust Advance Payments".

E. A portion of the Trust Advance Payments is presently held in trust by that certain trust known as the Church of Scientology Advance Payments Trust and hereinafter referred to as the "AP Trust".

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

G. The Trust was created by and exists in accordance with the declaration of trust dated the ____ day of December, 1963, 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 payments will 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.

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 11 October 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 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

payments received subsequent to the date of the Original Schedule, (c) each subsequent schedule shall include all 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 WESTERN UNITED STATES

By _____
President

UNITED STATES PARISHIONERS TRUST

By _____
TOM ASHWORTH, Trustee

By _____
MARK INGBER, Trustee

By _____
BECKY OHL Trustee