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CONTRACT RESPECTING CERTAIN RELIGIOUS DOCUMENTS

This agreement made this 15 day of July 1987 by and between Church of Scientology Mission of North Hollywood, INC (the "Mission") and Scientology Missions International ("SMI"),

WITNESSETH:

WHEREAS, The Mission maintains certain files, hereinafter referred to as the "Files", which include confidential religious and ecclesiastical information about parishioners and staff members who are Scientologists,

WHEREAS, SMI is the Mother Church for Missions of Scientology,

WHEREAS, Church of Scientology International (the "Mother Church" is the Mother Church of the religion of Scientology and the senior Church of the hierarchical Church of Scientology (the "hierarchical Church"),

WHEREAS, SMI recognizes the ecclesiastical authority of the Mother Church and the Mission recognizes the ecclesiastical authority of SMI and of the Mother Church,

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND OF THE CONVENANTS AND AGREEMENTS OF THE PARTIES HEREINAFTER SET FORTH, THE PARTIES HERETO AGREE AS FOLLOWS:

1. This agreement is intended to be and shall be legally binding upon and enforceable by each of SMI and the Mission as corporations.

2. The Files include all of the following now and hereafter held by the Mission, whether prepared by the Mission or delivered to it by any other Mission, by any Church of Scientology or by any Field Auditor:

- a. The documents known in Scientology terminology as "Preclear Folders" or "PC Folders", and as further defined under the term "folder" in the "Dianetics and Scientology Technical Dictionary",
- b. The documents known in Scientology terminology as "Ethics Files", and as further defined under the term "Ethics Files" in the "Modern Management Technology Defined"
- c. The documents known in Scientology terminology as "Student Folders" and as further defined under the terms "Student File" and "Student Folder" in the "Modern Management Technology Defined",
- d. The documents known in Scientology terminology as "Staff Personnel Files" or as "Personnel Files", and as further defined under the term, "Personnel Files", in the "Modern Management Technology Defined",
- e. The documents known in Scientology terminology as "Central Files". This includes the org mailing list, and as further defined under the terms, "Central Files" and "Central Files Folder" in the "Modern Management Technology Defined".

3. The Mission and SMI understand, agree and declare that the Files constitute documents of a religious and ecclesiastical nature which:

- a. Are essential to the accomplishment of the religious purposes of the hierarchical Church,
- b. Contain information about individual Scientologists which may only be used and divulged in strict accordance with the doctrines, tenets and policies of Scientology as set forth in the Scriptures of the religion,

c. Have no legitimate purpose or use whatsoever save and except the religious purposes and uses of the hierarchical Church,

d. Are essential to the realization by individual Scientologists of the spiritual awareness and ability which may only be realized through the religious services provided by the hierarchical Church,

e. Are held in trust by the Mission for the benefit of the hierarchical Church.

4. The Mission represents and warrants that the Files are not, have never been and will never be represented to be or treated as assets or property of the Mission on any financial statement, in its records or books of account, or otherwise.

5. The Mission covenants and agrees that the Mission:

a. Will hold, use and dispose of the Files solely and exclusively in trust for the hierarchical Church and in accordance with the doctrines, tenets and policies stated in the Scriptures of the religion;

b. Will under no circumstances transfer custody or control of the Files or any of them to any organization or individual other than a Church of Scientology, a Mission of Scientology a Field Auditor or the duly authorized holder of an ecclesiastical post in a Church or Mission of Scientology; and will transfer custody or control of the Files or any of them to any such Church, Mission or individual only if the Church, Mission or individual is in good standing with SMI and CSI.

6. The Mission covenants and agrees that should the Mission or

any one or more of its board members, executives or principals (including the Mission Holder) cease to be in good standing with SMI then upon the request of SMI or CSI the Mission shall promptly deliver the Files, or any one or more of them designated by SMI or CSI, to any Mission of Scientology, to any Church of Scientology, to any Field Auditor or to any Ethics Officer designated by SMI or CSI.

7. The Mission covenants and agrees that upon request of SMI or CSI it shall promptly inform SMI or CSI as to the whereabouts or transferee of any one or more or all of the Files in its possession or previously held in its possession.

8. SMI covenants and agrees that any of the Files received by SMI from the Mission, and any like documents recieved by SMI from any other source, shall be held by it solely and exclusively in trust for the hierarchical Church, and shall be used and disposed of by it in strict accordance with all applicable doctrines, tenets and policies stated in the Scriptures of the religion.

9. SMI covenants and agrees that it will cause to be transferred to the Mission all PC Folders, Ethics Files, Student Folders, Staff Personnel Files and Central Files relating to all parishioners and staff members who become parishioners or staff members of the Mission, to be held and used by the Mission subject to and in accordance with the foregoing.

10. SMI and the Mission agree that any dispute arising under this contract shall be resolved by the International Justice Chief of the Mother Church and that each and every determination by such International Justice Chief:

a. Shall be absolutely and conclusively binding upon both SMI and the Mission;

b. Shall not be subject to review or redetermination in any other forum whatsoever;

c. May be reduced to judgment by any civil court of competent jurisdiction.

11. This agreement shall terminate upon delivery by the Mission of all of the Files to SMI.

12. This agreement shall terminate in the event the Mission shall cease to be in good standing with SMI, provided, however, that the obligations of the Mission under paragraphs 5, 6, and 7 and the provision of paragraph 10 shall survive such termination.

13. Unless sooner terminated under paragraph 11 or paragraph 12, this agreement shall continue for 10 years after the date first above set forth.

In Witness Whereof SMI and the Mission have executed this Agreement on the day and year first set forth above.

Scientology Mission International

by

Robert Gardner
Its

Church of Scientology Mission of

by

William M. ...
Its/William M. ...