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JON'S LIST

INSTRUMENT OF TRUST
CREATING
THE INTERNATIONAL PUBLICATIONS TRUST

Executed
February 4, 1935
at
London, England

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INSTRUMENT OF TRUST
CREATING
THE INTERNATIONAL PUBLICATIONS TRUST

1. Parties to This Instrument

The parties to this INSTRUMENT OF TRUST CREATING THE INTERNATIONAL PUBLICATIONS TRUST (hereinafter "this Instrument") are Geoffrey Clunie, an individual, as Settlor (hereinafter "Settlor"); and CHURCH OF SCIENTOLOGY RELIGIOUS EDUCATION COLLEGE, a South Australian nonprofit incorporated association having a registered branch in the United Kingdom, as Trustee. For purposes of convenience, CHURCH OF SCIENTOLOGY RELIGIOUS EDUCATION COLLEGE will hereinafter be designated as "Trustee".

2. Subject of This Declaration

The subject of this Instrument is cash in the amount of U.S. TEN DOLLARS (U.S. \$10.00), together with such additional money or other property as may be received by the Trustee from other organisations or from individuals (hereinafter "Contributors"), pursuant to paragraph 14 of this instrument from time to time.

3. Purpose of This Instrument

The purpose of this Instrument is to memorialize the parties' intent to form and create, and to form and create a trust having the terms set forth in this Instrument, such terms to be

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construed under the laws of the State of California, United States of America, all as is more fully provided in Paragraph 16.1 of this Instrument, but having a situs in the domicile of its incumbent trustee. In addition, the purpose of this Instrument is to memorialize the acknowledgment and the declaration of the Trustee that it holds the amount of U.S. TEN DOLLARS (U.S. \$10.00) IN TRUST, for the uses and purposes hereinafter mentioned, to memorialize the acknowledgment and the declaration of the Trustee that it will hold all of the money and other property that may hereafter be received by the Trustee from Contributors pursuant to paragraph 14 of this Instrument IN TRUST, for the uses and purposes hereinafter mentioned, and to memorialize the Trustee's undertakings and covenants to accept, to hold, to administer and to distribute both the sum of U.S. TEN DOLLARS (U.S. \$10.00) now held by it, and all property that may hereafter be received by it from Contributors pursuant to paragraph 14 of this Instrument, in accord with all of the terms, conditions and provisions hereinafter set forth in this Instrument.

4. Date of This Instrument

The date of this Instrument is the fourth (4th) day of February, 1965.

5. Declaration and Covenant of the Trustee.

THE TRUSTEE ACKNOWLEDGES AND DECLARES, that it holds the sum of U.S. TEN DOLLARS (U.S. \$10.00) IN TRUST, for the uses and purposes hereinafter set forth in this

Instrument, AND THAT IT WILL ACCEPT, ACQUIRE AND HOLD all money or other property which may hereafter be received by the Trustee from Contributors pursuant to paragraph 14 of this Instrument IN TRUST for the uses and purposes hereinafter mentioned in this Instrument, and that it will hold, administer and distribute all of such money or other property in accord with all of the terms and provisions hereinafter set forth in this Instrument. Moreover, the Trustee does covenant to and with all Contributors to the Trust, both in consideration of future contributions to be made to the Trust by such Contributors and in consideration of the obligations imposed upon it, as Trustee, by law, that it has accepted and received the sum of U.S. TEN DOLLARS (U.S. \$10.00), and that it will accept and receive such money and other property as it may receive from Contributors pursuant to paragraph 14 of this Instrument IN TRUST, and that it will hold, administer and distribute the same, together with all income of the Trust, all as is hereinafter more fully set forth in this Instrument.

6. Name of the Trust.

The name and style of the Trust shall be THE INTERNATIONAL PUBLICATIONS TRUST. The Trustee shall be fully authorized, but not required, to conduct all of the affairs of the Trust under such name and style, specifically including, without limitation and without requirement that it do so, taking title to all property held or acquired by the Trust under such name and style.

7. Purposes of the Trust.

7.1. Purposes of the Trust Generally.

The purposes of the Trust are exclusively charitable, educational and religious. The Trust is organised exclusively for such purposes and shall always be operated exclusively for these purposes. More particularly, the purposes of the Trust are to forward and to bring about the improvement of mankind through publication and dissemination in the fields of art, literature, science, philosophy and religion. Its activities in pursuit of the accomplishment of these purposes shall consist of any one or more of the following, as the Trustee may in its discretion determine will best accomplish the Trust's purposes:

7.1.1 Grants to Exempt Organisations.

The Trustee may make grants or contributions to, or otherwise render financial assistance to, any organisation other than Trustee which is organised and operated exclusively for purposes which are the same as or similar to the purposes of the Trust, and which is an organisation described in Sec. 501(c)(3) of the Internal Revenue Code, provided only that such grants, contributions, or other financial assistance are utilised solely for accomplishing such purposes.

For purposes of convenience, all references in this Instrument to Sections of the Internal Revenue Code are references to Sections of the Internal Revenue Code of the United States of America of 1954, Title 26, United States (of America) Code, as the same have been amended effective through the date of this instrument, and to successor statutes of similar import.

7.1.2. Grants to Other Organisations.

The Trustee may make grants or contributions, or otherwise render financial assistance, to organisations other than organisations of the kind described in subparagraph 7.1.1. of this Instrument, provided only that such grants, contributions, or other financial assistance are utilized solely for the accomplishment of purposes of the Trust, and provided that all requests for funds from such organisations specify the use to which the funds will be put, and provided further that such grantees be required to furnish, and furnish periodic accountings demonstrating that such funds have been expended solely and exclusively for accomplishing the Trust's purposes, that such funds have not inured to the benefit of any private individual; and that such funds have not been expended for the private benefit of any person.

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7.1.3. Independent Activities and Programs

The Trust may conduct or support such independent activities or programs as will, in the discretion of the Trustee, accomplish the Trust's artistic, literary, scientific, philosophic and religious purposes.

The Trustee shall have full authority, in its absolute discretion, to refuse to make any grants or contributions or otherwise to render financial assistance to or for the benefit of any particular organisation or for the accomplishment of any particular purpose.

The Trust's purpose is not to assist any specific organisation or organisations. Rather, the purpose of the Trust is to assist in the accomplishment of its purposes and goals. Any Scientology organisation other than Trustee which is in good standing with the Church of Scientology International, or its successor as the Mother Church of the religion of Scientology, may, subject to paragraphs 16.1 and 16.2 of this Agreement, bring an action in any court of competent jurisdiction to enforce the performance by the Trustee of its obligations under this INSTRUMENT OF TRUST, to remove the Trustee, or to enjoin any breach of the Trust, PROVIDED, that such action shall seek only to enforce the terms of this INSTRUMENT OF TRUST in general and shall not seek to compel any specific action for the benefit of any particular beneficiary, or beneficiaries of the Trust.

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No portion of the Trust, either of the income or of the corpus thereof, shall be distributed to, accumulated for the benefit of, or expended or applied for the benefit of, any person or entity if such distribution, accumulation, expenditure or application would cause this Trust or its income to be taxable in any jurisdiction or would cause the income of this Trust to be taxable, either to this Trust or to any Contributor to the Trust by any jurisdiction, by virtue of such distribution, accumulation, expenditure or application.

8. Limitation Upon Activities of the Trust

In furtherance of the exclusively charitable, educational and religious purposes of the Trust, and to the end that the Trust may be operated exclusively for such purposes, the Trust shall not be operated for the benefit of any private person, no part of the net earnings of the Trust shall inure to the benefit of any private individual, 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 neither directly nor 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.

9. Further Limitations Upon Trust Activities in the Event That the Trust is a Private Foundation

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 (hereinafter a "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 Trustee shall be required to conduct the affairs of the Trust as follows:

9.1 Distribution of Income

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

9.2 No Act of Self-Dealing

The Trustee 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; and

9.3 No Retention of Excess Business Holdings

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

9.4 No Investment Jeopardizing Accomplishment of Exempt Purposes

The Trustee shall not cause or permit the Trust to make any investments in such manner as would subject the Trust to tax under Section 4944 of

the Internal Revenue Code if the Trust were a United States person or otherwise subject to the taxing jurisdiction of the United States of America; and

9.5 No Taxable Expenditures

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

10. Matters Relating to Status of the Trust for Purposes of Taxation

In making this Instrument the parties intend that the Trust is, and that it will continue to be, an organization described in Section 501(c)(3) of the Internal Revenue Code, to the end that the Trust would be, and continue to be, exempt from United States of America income tax under Section 501(a) of the Internal Revenue Code if it were subject to the taxing jurisdiction of the United States of America. Moreover, in making this Instrument the parties anticipate that Contributors of money or other property to the Trust pursuant to paragraph 14 of this Instrument will make contributions to the Trust upon the assumption that, and with the expectation that, the Trust would be a qualified tax-exempt organization if the Trust were a United States person or otherwise subject to the taxing jurisdiction of the United States of America. To provide the greatest possible assurance that the parties' intentions, and Contributors' assumptions and expectations in making contributions to the Trust, are fulfilled, the remaining provisions of

this paragraph 10 of this Instrument shall govern and control the Trust and its administration.

10.1 Limited Ability of Trustee to Amend this Declaration

The Trustee may, by its action, formally taken and expressed in writing, and without the consent or approval of either any beneficiary of the Trust, whether a present beneficiary or a prospective beneficiary, or of any Contributor to the Trust, whether a past, present or prospective Contributor, amend this Instrument at any time and from time to time, SUBJECT HOWEVER, to the following limitations and restrictions:

10.1.1 Amendment Prior to Recognition of Tax-Exempt Status

Prior to its receipt of any written recognition by the United States of America's Commissioner of Internal Revenue (hereinafter the "Commissioner") that the Trust is an organization described in Section 501(c)(3) of the Internal Revenue Code and so is exempt from the payment of United States of America income tax by reason of Section 501(a) of the Internal Revenue Code, for which recognition the Trustee may, but need not, apply, the Trustee may, by its action, formally taken and expressed in writing, amend this Instrument in such respects as may be required by the

Commissioner as a condition precedent to his recognition of the Trust as a qualified tax-exempt organization, or in such other respects as may be necessary or helpful to enable and to facilitate the greatest realization of the Trust's purposes and its efficient and economic administration; PROVIDED HOWEVER, that:

10.1.1.1 No change in purpose of the Trust

No such amendment shall substantially change or modify the purpose of the Trust as expressed in paragraph 7 of this Instrument, the limitations upon activities of the Trust as expressed in paragraph 8 of this Instrument, and the further limitations upon activities of the Trust in the event that the Trust is a private foundation as expressed in paragraph 9 of this Instrument; and

10.1.1.2 No change in qualifications of Trustee

No such amendment shall substantially change the qualifying criteria for service as a Trustee of the Trust as the same are prescribed in paragraph 13.2 of this Instrument; and

10.1.1.3 No revocability of this Trust

No such amendment shall make the Trust created by this Instrument revocable.

10.1.2 Amendment Following Recognition of
Tax-Exempt Status

Following its receipt of a written recognition by the Commissioner that the Trust is a qualified tax-exempt organization, the Trustee may by its action, formally taken and expressed in writing, amend this Instrument in such respects as may be necessary or helpful to enable and to facilitate the greatest realization of the Trust's purposes and its efficient and economic administration, PROVIDED HOWEVER, that:

10.1.2.1 No jeopardy of tax-exempt status

No such amendment shall be made which would in any way jeopardize the status of the Trust as a qualified tax-exempt organization of the kind described in Section 501(c)(3) of the Internal Revenue Code if the Trust were a United States person or otherwise subject to the taxing jurisdiction of the United States of America.

10.1.2.2 No change in purpose of the Trust

No such amendment shall substantially change or modify the purpose of the Trust as expressed in paragraph 7 of this Instrument, the limitation upon activities of the Trust as expressed in paragraph 8 of this Instrument, and the further limitations upon activities of the Trust in the event that the Trust is a private foundation as expressed in paragraph 9 of this Instrument; and

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10.1.2.3 No change in qualifications of Trustee

No such amendment shall substantially change the qualifying criteria for service as a Trustee of the Trust as the same are prescribed in paragraph 13.2 of this Instrument; and

10.1.2.4 No revocability

No such amendment shall in any way make the Trust revocable.

10.2 Construction of This Instrument and Administration of the Trust

If any provision of any paragraph of this Instrument, other than paragraphs 7, 8, 9 and 10, appears to be in conflict with any provision of paragraphs 7, 8, 9 and 10, or appears to detract from the status of the Trust as an organisation described in Section 501(c)(3) of the Internal Revenue Code, then such provision shall be construed in such a manner as will render it in harmony with the provisions of paragraphs 7, 8, 9 and 10 of this Instrument and in a manner which will enhance, rather than detract from, the status of the Trust as an organisation described in Section 501(c)(3) of the Internal Revenue Code. Moreover, if any provision of this Instrument which is contained in paragraphs other than paragraphs 7, 8, 9 and 10 conflicts with any provision of paragraphs 7, 8, 9 and 10,

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then the provisions of paragraphs 7, 8, 9 and 10 shall prevail, such conflicting provisions shall be disregarded, and the Trust shall be administered in a manner which is consonant with the status of the Trust as a qualified tax-exempt organization if it were a United States person or otherwise subject to the taxing jurisdiction of the United States of America. In this respect, including in this Instrument paragraph 9, relating to further limitations upon Trust activities in the event that the Trust should be treated as a private foundation, the Settlor and the Trustee do not intend thereby either to render the Trust a private foundation as defined in section 509(a) of the Internal Revenue Code, to so limit the activities of the Trust for so long as the Trust would not be treated as a private foundation, or to suggest that the Trust may be considered to be a private foundation. Rather, the sole intent in including paragraph 9 in this Instrument is to assure that, if for reasons without the ken or the control of the Trustee, the Trust should be treated as a private foundation, then and in that event the provisions of paragraph 9 of this Instrument shall be and become effective to the end that the Trust would not lose its tax-exempt status under Section 501(a) of the Internal Revenue Code as a result of the provisions of Sections 508(e) and 4948(c) of the Internal Revenue Code if the Trust were a

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United States person or otherwise subject to the taxing jurisdiction of the United States of America.

10.3 Distribution of the Trust Assets Upon Termination
Upon termination of the Trust, all assets of the Trust, including both undistributed portions of the corpus thereof and all net income therefrom, whether accumulated or otherwise undistributed, shall be distributed among one or more organisations, other than the Trustee, which are described in Section 501(c)(3) of the Internal Revenue Code and which are organised and operated exclusively for purposes which are the same as or similar to the purposes of the Trust.

11. Term of the Trust

The Trust shall continue in perpetuity; or until such earlier time as the Trustee by its action, formally taken and expressed in writing, shall determine in its sole discretion to terminate the Trust and distribute its assets as provided in Paragraph 10.3 of this Instrument.

12. Provisions Regarding Accumulation and Distribution

Subject always to the provisions of paragraph 9 of this Instrument if it be applicable, the Trust is in part an accumulation trust, and in part a trust for the current distribution or expenditure of income and corpus. The Trustee may distribute or expend currently, but is not required to distribute or expend currently, all or any

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lesser portion of the Trust's net income for the accomplishment of the Trust's purposes; the Trustee may accumulate, but is not required to accumulate, all or any lesser portion of the Trust's net income and add the same to the corpus of the Trust; and the Trustee may distribute, but is not required to distribute, all or any lesser portion of the corpus of the Trust. No current distribution or expenditure of the Trust's net income shall be made except following action of the Trustee, formally taken and expressed in writing, and all net income of the Trust not so distributed or expended shall be accumulated and added to the corpus of the Trust.

No distribution or expenditure of the Trust corpus shall be made at any time except following action of the Trustee, formally taken and expressed in writing.

In making distributions and expenditures, both of corpus and of income, the amount to be distributed or expended for the accomplishment of any particular purpose shall be determined by the Trustee in the exercise of its discretion, taking into account the extent to which such distributions and expenditures may be helpful or necessary in assisting the Trust best to accomplish its purposes and goals.

12.1 Loans in Lieu of Distributions or Other Support or
Benefit

As a means of accomplishing the Trust's purposes, the Trustee may from time to time make loans from

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the corpus of the Trust to any appropriate recipient for a period not longer than 30 years, with or without security and with or without interest and upon such other terms as the Trustee may in its discretion determine are consonant with the purpose of the Trust. Such loans may be made upon the action of the Trustee, formally taken and expressed in writing.

13. The Trustee and Its Administration of the Trust

As it is used throughout this Instrument, the term Trustee shall include not only the Trustee signatory to this Instrument, but shall include as well any successor Trustee of the Trust.

13.1 Number of Trustees

The number of Trustee of the Trust shall be one (1) Corporate Trustee; however, the Trustee may hereafter amend this Instrument to provide for not less than three (3) individual Trustees, and incidental conforming provisions, provided such individuals be ordained ministers of Scientology in good standing with the Mother Church of Scientology.

13.2 Selection, Tenure and Qualifications of Trustee

Upon the execution of this Instrument, the Trustee is a corporation having as its directors only persons who are ordained ministers of Scientology

in good standing with the Mother Church of Scientology, and having purposes expressed in its organic instruments which are propagating the tenets, practices and beliefs of the religion of Scientology, the preservation and expansion of such religion and the accomplishment of the goals of such religion (hereinafter "qualifying criteria for Trustee").

If at any time the position as Trustee of the Trust becomes vacant, whether by reason of the dissolution or resignation of the incumbent Trustee or by reason of the incumbent Trustee's failing to continue to meet all of the qualifying criteria, then prior to its dissolution, resignation or the amendment of its organic instruments, the Trustee, by action formally taken and expressed in writing, shall select a successor Trustee from among those corporations which meet all of the qualifying criteria for Trustee. If at any time the position as Trustee of the Trust become vacant to the end that there remains no Trustee to select a successor Trustee, then a successor Trustee shall be elected by all of the qualified Class IV Scientology Churches which are then in existence, with each qualified Church entitled to cast one vote.

The tenure of the Trustee shall be indefinite; that is to say that the Trustee shall continue to

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serve as a Trustee of the Trust until such Trustee is dissolved, resigns, or sooner ceases to meet all of the qualifying criteria.

13.3 Right of Trustee to Resign

Any Trustee shall have the right to resign as Trustee at any time. Resignations tendered as a result of the resigning Trustee's dissolution or failure to continue to meet all of the qualifying criteria shall become effective immediately; resignations tendered for any other reason shall not become effective until the thirtieth (30th) day following the day on which written notice of such resignation has been given to successor Trustee, unless the successor Trustee shall determine to accept such resignation as at an earlier effective date. Any resigning Trustee shall, at the sole cost and expense of the Trust, execute all instruments and do all such acts as may be necessary or convenient to vest title to Trust assets in any successor Trustee.

13.4 Compensation of Trustee

The Trustee of the Trust shall serve without compensation but shall be entitled to receive from the Trust reimbursement of its out-of-pocket costs reasonably incurred in performing its duties as Trustee of the Trust.

13.5 Means by Which Trustee Is to Exercise Its Authority

All actions of the Trustee which are required by this Instrument to be taken by the Trustee shall be taken only upon the signing by the Trustee, of a written resolution, through its duly authorized agent.

13.6 Trustee's Administrative Powers

The Trustee of this Trust shall have broad administrative powers with respect to the Trust, which may be exercised on such terms and in such manner as it may deem advisable, and the specific powers described below shall be without prejudice to the generality of the Trustee's administrative, investment and management powers and discretions otherwise conferred under the terms of this Instrument or by law.

13.6.1 Rights of Persons Dealing with the Trustee

The Trustee may execute and deliver any and all instruments in writing which it may deem advisable to carry out any of the powers granted to it herein. No party to any such instrument in writing signed by the Trustee shall be obligated to inquire into its validity, or be bound to see to the application by the Trustee of any money or other property paid or delivered to it pursuant to the terms of any such instrument.

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It is further expressly provided that anyone dealing with the Trustee is not required to inquire into the terms of this Instrument, the authority of the Trustee, or to see to the application which the Trustee makes of funds or other property received by it, but shall be entitled to deal with the Trustee as if it were fully authorized to act.

Any person dealing with this Trust shall be entitled to rely upon a copy or counterpart of the original Instrument, and upon any instruments duly executed in accordance with the provisions thereof, to the same extent as such person might rely upon the original Instrument.

13.5.2 Determination of Principal and Income

The Trustee shall have full power and authority to determine in its absolute discretion, what shall constitute corpus of the Trust, gross income therefrom, and the determination of the Trustee with respect to all such matters shall be conclusive upon all persons howsoever interested in this Trust. This specifically includes full power and authority to add any and all amounts of accumulated income of this Trust to the corpus of this Trust to be held, administered and distributed as a part thereof. This shall also include full power and authority

to establish such reserves as may be reasonable or necessary in respect of depreciation of tangible property or to amortize such amounts paid for the purchase of securities or other property as authorized herein.

13.6.3 Actions Not to Require Court Authorization

The Trustee shall not be required to obtain authority or approval of any court in the exercise of any power conferred hereunder and shall not be required to make current reports or accountings to any court of its duties hereunder except as may be required by any statute or rule of court.

13.6.4 Payment of Taxes and Expenses

Except as otherwise provided herein, the Trustee shall pay all property taxes, assessments, fees, charges, and other expenses incurred by it in the administration or protection of this Trust, and all such payments shall be a charge against the Trust and shall be paid by the Trustee out of the income therefrom or out of the corpus of the Trust, as it deems fit at any time prior to final distribution of the Trust assets. The determination of the Trustee with respect to all such matters shall be conclusive upon all persons howsoever interested in this Trust.

13.6.5 Provisions Protective of Trustee

Once any distribution of assets or allocation of assets made in accordance with this Instrument has taken place, the Trustee shall have no further responsibility in connection with such assets, except as would a stranger to this Trust. If the Trustee shall be compelled or lawfully required at any time during the existence of this Trust or any time thereafter to pay any tax or penalty with respect to the Trust for any reason, the Trustee shall be entitled to be reimbursed from the Trust. If the Trust corpus be then insufficient or if it be then terminated the Trustee shall be reimbursed by the Beneficiaries to whom the Trust shall have been distributed, or for whose account assets from the Trust have been allocated, to the extent of the amount received by or allocated to the account of each. The Trustee, before making any distribution or allocation of either income or corpus, may accordingly require a refunding agreement or may withhold distribution or allocation pending determination or release of any tax lien.

13.6.6 Non-Liability for Acts

The Trustee shall not be liable for any act or omission in connection with the exercise of any administrative powers hereunder, or for any loss of or injury to any properties held in

Trust resulting therefrom, and shall be entitled to indemnity out of the Trust assets for any liability, loss or expense incurred hereunder, except for its own actual fraud, intentional wrongdoing, or gross negligence. No Trustee shall be liable for any act or omission on the part of any agent or agents of the Trustee. The judgement of the Trustee on matters placed by this Instrument within its discretion shall be final and conclusive on all persons having any interest in the Trust. With regard to any contract, agreement, undertaking, covenant or representation, entered into or made by, or on behalf of the Trustee for the benefit of the Trust, any rights, liabilities or obligations created by virtue of such contract, agreement, undertaking, covenant or representation, shall be solely the rights, liabilities and obligations of the Trust, and shall not be the personal rights, liabilities or obligations of the Trustee, and, accordingly, no such liability or obligation shall at any time be asserted or enforceable against the Trustee, but only against the assets of the Trust.

13.6.7 Accounting Period

The Trustee shall have the power to select a calendar year or other annual accounting period.

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13.6.8 Employment of Advisors

The Trustee may employ in connection with the establishment, management, execution, and termination of the Trust, and at the expense of the Trust, such agents, custodians, brokers, investment advisors, valuers, chartered accountants, clerks, depositories, barristers, solicitors, attorneys-at-law, or other legal counsel and advisors as the Trustee may consider necessary or desirable for any proper purpose in the interest of the Trust, specifically including but not limited to the establishment of the Trust. Payments, the amount of which and to whom directed, may be determined by the Trustee according to contract, retainer, hourly rates, reimbursement of expenses, or otherwise as the Trustee thinks fit.

13.6.9 Reliance on Opinion of Counsel

The Trustee may obtain the opinion of reputable legal counsel concerning the interpretation, construction or effect of any provision of this Instrument, or concerning any difference arising in connection with the administration, execution, or termination of the Trust, and is authorised, subject to any directions of a court of competent jurisdiction to the contrary, to act with acquaintance in accordance with and in reliance upon the opinion of such counsel.

13.6.10 Duty of the Trustee to Account

The Trustee shall make a written accounting concerning the Trust and its administration not less often than annually, and shall furnish a copy thereof to each organisation described in Paragraph 7.1.3 of this Instrument, which requests the same.

13.7 Trustee's Investment Powers

The Trustee of this Trust shall have broad investment and management powers with respect to the acquisition, holding and disposition of all Trust assets or any part thereof, which powers may be exercised on such terms and in such manner as it may deem advisable.

13.8 Trustee's Management Powers

The Trustee of this Trust shall have broad investment and management powers with respect to the acquisition, holding and disposition of all assets comprising the Trust Fund or any part thereof, which powers may be exercised on such terms and in such manner as it may deem advisable, and the specific powers described below shall be without prejudice to the generality of such powers.

13.8.1 Bank Accounts

The Trustee may open and maintain one or more savings accounts, checking accounts, term accounts, or current accounts with any bank, savings and

loan, or building and loan associations, wherever located, and may deposit to the credit of such account or accounts all or any part of the funds belonging to the Trust that may at any time be in the possession of the said Trustee whether or not such funds may earn interest, and may authorise withdrawal therefrom by cheque or other instrument by such person or persons as the Trustee may from time to time authorise, by unanimous action. Any such bank or such association is hereby authorised to pay such cheque or other instrument of withdrawal and also to receive the same for deposit to the credit of any holder thereof when so signed and properly endorsed, without inquiry of any kind. Payments so made by such bank or such association shall not be subject to objection by any person concerned or interested in any way in the Trust.

13.8.2 Location of Assets

The Trustee may keep the whole or any part of the assets of the Trust in the jurisdiction where the Trust is located from time to time, or in any other country or countries, and in either case in such place and manner as the Trustee may deem desirable under the circumstances.

14. Additions to the Trust

Any and all persons, whether individuals or organisations, shall have the right to contribute money or other property

of any character to the Trust provided only that such other property is acceptable to the Trustee and that such money or other property is unqualifiedly and unconditionally contributed to the Trust, without retention by the Contributor of any right, authority or any other power to reacquire such property, or otherwise to administer or participate in or direct the administration of the Trust. The Trustee shall have full authority to accept or to reject, in its sole and absolute discretion, any contribution to the Trust.

15. Discretionary Nature of the Trust and Restraints Upon Alienation

In keeping with the wholly discretionary nature of this Trust, no person or organisation shall have any ascertainable, definable or other fixed right to any interest in all or any portion of the Trust. No person or organisation shall have or acquire any right to receive any distribution, either of corpus or of income of the Trust, until such time as the Trustee has, in the exercise of its discretion, by action formally taken and expressed in writing, determined to distribute a specific amount, either of income or of corpus, to such person or organisation. Moreover, any right to receive a distribution from the Trust, either of income or of corpus of the Trust, following the Trustee's determination by action formally taken and expressed in writing, shall not be alienable, either by assignment, anticipation, hypothecation or by any other method, and shall not be

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subject to be taken by creditors by any process whatsoever. No Contributor to the Trust shall, by reason of such contribution, be entitled to receive from the Trust any distribution, either of income or of corpus of the Trust.

16. Construction of this Instrument

In interpreting, construing and enforcing the provisions of this Instrument:

16.1 Applicable Law

With respect to the interpretation, construction and enforcement of the substantive provisions of this Instrument as between the Trustee and the Settlor, or the Trustee and any Beneficiary or any potential Beneficiary of the Trust, the laws of the State of California, United States of America, as they are set forth in Title 8 of Part 4 of Division Third, at Sections 2215-2289 of the California Civil Code, and as the same are supplemented and expounded by Volume 60 of California Jurisprudence 3rd, shall govern and control. With respect to the interpretation, construction and enforcement of the provisions of this Instrument as between the Trustee and any third person who is neither a Trustee, Settlor, Contributor, Beneficiary or potential Beneficiary, and with respect to all procedural matters respecting enforcement of the terms of this

Instrument, specifically including without limitation any requirement that disputes, differences or other matters respecting the enforcement of the provisions of this Instrument be first submitted to binding arbitration prior to the entry of judgement upon an arbitration award, the laws of the jurisdiction in which any suit or other proceeding shall be brought shall govern and prevail.

16.2 Severability

If any provision of this Instrument should be judicially determined to be invalid or unenforceable, then the remaining provisions hereof shall continue to be fully effective and the remainder of the provisions of this Instrument shall be fully effective.

16.3 Number and Gender

Unless the context in which they are used in this Instrument clearly appears to require otherwise, all terms denoting gender shall include all of the masculine, the feminine and the neuter, and all terms denoting number shall include both the singular and the plural.

16.4 Notices

All notices required or authorized by this Instrument to be given shall be deemed to have

been duly given upon proof of its receipt by the Trustee, if addressed to a Trustee, and upon proof of having posted a postage-prepaid, registered airmail letter addressed to the person to be served, by name, at such person's last known place of abode or business address, and such service shall be deemed to have been made at the time such letter would in the ordinary course of post be delivered.

17. Execution of the Declaration

This Instrument is executed in duplicate and may be executed in one or more counterpart copies. The counterparts of this Instrument, each bearing the signature of the Trustee and of the Settlor shall together be deemed to constitute one and the same instrument. By signing two (2) copies of this Instrument, the Trustee acknowledges that it has thoroughly examined a true and correct copy of this Instrument, that it understands the contents thereof, and that it will truly and faithfully administer the Trust in conformity with all of the terms and conditions of this Instrument.

IN WITNESS WHEREOF each of the Trustee and the Settlor has caused its signature to be affixed to this Instrument on the date hereof.

DATE OF EXECUTION:

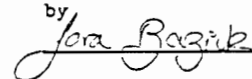
February 4, 1985

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