

Editor: LRH's trust agreement was combined to include provisions for family members as well as the religion of Scientology. The former have been excluded for the sake of relevancy.

AMENDED TRUST AGREEMENT

THIS AMENDED TRUST AGREEMENT is entered into on the [23rd] day of [January], 1986 between L. RON HUBBARD, also known as LAFAYETTE RONALD HUBBARD, hereinafter referred to as the "Trustor", and NORMAN F. STARKEY, hereinafter referred to as the "Trustee".

ARTICLE ONE

RECITALS GIVING RISE TO THIS

AMENDED AGREEMENT

On may 10, 1982, Trustor created the AUTHOR'S FAMILY TRUST, for the benefit of his family, friends and the religion of Scientology, of which he is the Founder. By this instrument, Trustor intends to **amend and (for the sake of convenience) restate the AUTHOR'S FAMILY TRUST**. In declaring this Trust, Trustor has made few changes in the ultimate disposition of the assets to be held by the Trustee herein.

ARTICLE TWO

PROPERTY CONSTITUTING TRUST ESTATE

The Trustor has transferred and delivered to the Trustee, without any consideration on the Trustee's part, the sum of Ten Dollars (\$10.00), the receipt of which is acknowledged by the Trustee. The Trustor also intends to

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transfer substantial additional property to this Trust, either by lifetime transfer or by testamentary transfer. Said property, together with any other property which may later become subject to this Trust, shall constitute and be referred to as the "Trust Estate" and shall be held, administered and distributed by the Trustee as provided herein.

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ARTICLE SIX

DISPOSITIVE PROVISIONS

UPON TRUSTOR'S DEATH

* * * Skip to page 15, pages 4 - 15 related to family, funeral, etc. * * *

G. Residue. All principal and accumulated income remaining after the distribution provided for in paragraphs A, B, C, D, E, and F, above including any lapsed gifts, shall, as soon as is convenient, be distributed to the CHURCH OF SPIRITUAL TECHNOLOGY a nonprofit religious corporation, of Los Angeles, California; provided that the CHURCH OF SPIRITUAL TECHNOLOGY is then an organization described in Section 501(c)(3) [tax exempt] of the Code [IRS Tax Code].

If at the time of Trustor's death the status of the CHURCH OF SPIRITUAL TECHNOLOGY as an organization described in Section 501(c)(3) of the Code is under challenge or question by the Commissioner of Internal Revenue in any administrative or judicial proceeding, then the Trustee shall withhold the remaining Trust Estate from distribution until either the status of the CHURCH OF SPIRITUAL TECHNOLOGY as an organization described in Section 501(c)(3) of the Code has been confirmed in an administrative or judicial proceeding, or the CHURCH OF SPIRITUAL TECHNOLOGY has exhausted all administrative and judicial remedies in pursuit of confirming its status as an organization described in Section 501(c)(3) of the Code.

If the status of the CHURCH OF SPIRITUAL TECHNOLOGY as an organization described in Section 501(c)(3) of the Code is confirmed, then the Trustee shall distribute the entire

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remaining Trust Estate to the CHURCH OF SPIRITUAL TECHNOLOGY. If the CHURCH OF SPIRITUAL TECHNOLOGY has exhausted all administrative and judicial remedies available to it and its status as an organization described in Section 501(c)(3) of the Code is not confirmed, or is denied, then the Trustee shall distribute the entire remaining Trust Estate to or among such other organization or organizations, whether

domestic or foreign, which are organized exclusively for the purposes of the religion of Scientology as founded and further developed by Trustor and which is an organization or are organizations described in Section 501(c)(3) of the Code, as the Trustee may in his sole discretion determine.

During any period in which the Trust Estate is withheld from distribution pending the outcome of proceedings respecting the status of the CHURCH OF SPIRITUAL TECHNOLOGY as an organization described in Section 501(c)(3) of the Code, the Trustee shall, not less frequently than annually, distribute all of the Trust's income to such organization, or among such organizations, as are organized exclusively for the purposes of the religion of Scientology as founded and further developed by Trustor and which is an organization or are organizations described in Section 501(c)(3) of the Code as the Trustee may in his sole discretion determine.

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ARTICLE SEVEN

TRUST ADMINISTRATION

* * * Skip to page 28, omitting trustee powers of investment, etc. * * *

V. Power to Employ Agents and Advisors. To employ any reputable custodian, attorney, accountant, corporate fiduciary, or any other agent, agents, advisor or advisors to assist the Trustee in the administration of this Trust and to rely with acquittance on the advice given by these agents.

Specifically, the Trustee shall retain the law firm of Lenske, Lenske & Heller, A Law Corporation, or their successor, and the management firm of AUTHOR SERVICES, INC. The Trustee shall consult with such firms in all matters pertaining to execution of the Trust created herein (including but not limited to administration, investment, management and distribution). Reasonable compensation for all services performed by these agents shall be paid from the Trust Estate out of either income or principal as the Trustee in the Trustee's

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reasonable discretion shall determine.

Editor: Note that these are the same lawyers who had been appointed lifetime positions as Special Directors of CST.

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C. The Trustor Protectors and Their Role. The Trust Protectors shall be STEPHEN A. LENSKE, Esq., SHERMAN D. LENSKE, Esq. and LAWRENCE E. HELLER, Esq.. Should any Trust Protector decline or be unable to act as a Trust Protector, then the remaining persons shall act in such capacity. In the event that only one Trust Protector remains able to act, then such person shall designate his successor Trust Protector, who must be an attorney licensed to practice law in the State of California.

At any time while more than two Trust Protectors are in office, any

action taken by a majority of the Trust Protectors in office shall be binding and may be relied upon by third parties dealing with the Trustee.

Subject always to the paramount right of the Trustor as provided herein, the Trust Protectors shall have the power to remove any Trustee acting under this instrument and then shall designate a person on the List

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of Trustees in order of preference designated therein. Removal and replacement of the acting Trustee shall be made in writing by the Trust Protectors and delivered to the then acting Trustee and becomes effective on the designated successor Trustee's written acceptance of the Trust and the delivery of the acceptance to the Trust Protectors. After acceptance by the successor Trustee, the previous Trustee shall forthwith transfer all trust assets in his or her possession to the successor Trustee.

In the event that the person lowest in order of Trustor's preference becomes trustee, then such person shall designate his or her successor Trustee.

The Trustor, during his lifetime, reserves the right to remove any incumbent Trustee at any time, to add or remove the names of persons from the List of Trustees, and to change the Trustor's order of preference upon the List of Trustees.

D. Resignation of a Trustee. Any Trustee may at any time resign from the respective trusts hereby created by depositing in the United States mail,

postage prepaid, a notice of such resignation addressed to the person or persons then entitled to receive payments hereunder, and to the remaining Trust Protector or Trust Protectors, at the addresses of such person or persons last known to such Trustee, and such resignation shall take effect at the expiration of sixty (60) days from the date of mailing such notice. The affidavit of the

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Trustee as to the date of mailing of such notice shall be conclusive evidence of its mailing and of the date of such [some kind of vertical line across the page at this point]

E. Trustor's Fees. During the lifetime of Trustor, the Trustee shall not receive any fees. Upon death of Trustor and continuing until the occurrence of the distributions, required by this Agreement, to the CHURCH OF SPIRITUAL TECHNOLOGY, the Trustee shall be entitled to an annual fee not exceeding the sum of [handwritten: \$50,000.00]

F. Application of California Probate Code. Article 2.5 of Chapter 19 of Division 3 of the Probate Code of the State of California enacted in 1970, or any similar legislation, and as it may exist from time to time shall be fully effective, operative and applicable with respect to this instrument and any amendment thereto.

G. Termination of Trusts. Notwithstanding any other provision of this

instrument, should the principal of any trust created under any provision of this instrument be or become, according to the discretion of the Trustees, sufficiently small in value that the administration thereof is no longer economically desirable, that the cost of administration is disproportionate to the value of the assets, or that the continuation thereof is no longer in the best interest of the beneficiary or beneficiaries, then the entire principal and all accumulated income of such trust shall be distributed

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outright to the person or persons entitled at the time to the income therefrom in the proportions in which they were entitled to receive the income, and upon such termination, the rights of all other persons who might otherwise have an interest as succeeding life income beneficiaries or as remaindermen shall cease. If any such person be then a minor, or in the opinion of the Trustee is physically incapacitated, then the Trustee may pay the share of such fund to which such person would otherwise be entitled to the parent, the guardian, or to the conservator of the estate or of the person of such beneficiary.

EXECUTED at [LOS ANGELES CALIF] on

[JANUARY 21ST], 1986

TRUSTEE:

[Signature]

NORMAN F. STARKEY

I certify that I have read the foregoing instrument and that it correctly states the terms and conditions under which the Trust Estate is to be held, managed and disposed of by the Trustee. I approve the instrument in all particulars and request that the Trustee execute it

DATED [23 Jan], 1986

[Signature]

L. RON HUBBARD

[Thumbprint]