

AGREEMENT AND GENERAL RELEASE

This Agreement and General Release ("Agreement") is entered into on October 19, 2007 by and between Debbie Cook, (hereinafter "Cook") on the one hand, and Church of Scientology Flag Service Organization, Inc. ("CSFSO"), a Florida non-profit religious corporation, on the other hand.

RECITALS

WHEREAS, COOK is a religious worker, participating as a staff member of CSFSO, a church of the Scientology religion;

WHEREAS, COOK is terminating her membership in the religious order within the Scientology religion known as the Sea Organization and her staff membership with CSFSO;

WHEREAS, COOK and CSFSO wish to have a clear statement of their respective obligations, and duties upon COOK's termination from her staff membership by CSFSO and a basis upon which COOK and CSFSO may cooperate with one another in the future; and

WHEREAS, to avoid potential conflict or misunderstanding in the future between COOK and CSFSO,

NOW, THEREFORE: in consideration of the premises, promises, covenants, and warranties set forth in this Agreement, and for good and valuable consideration, the receipt of which the parties to this Agreement hereby acknowledge, COOK and CSFSO agree as follows:

1. Termination of Staff Membership.

A. COOK's staff membership in any and all capacities by CSFSO is hereby terminated as of the date first stated above.

B. COOK acknowledges and agrees that at all times throughout her membership by CSFSO and throughout her staff membership by any entity affiliated with the Scientology religion, she has been compensated in a timely manner in full accordance with all applicable laws and Scientology policy, and that she is entitled to no further compensation as a result of such membership.

2. General Release.

A. As a material inducement to CSFSO to enter into this Agreement, COOK on behalf of herself, her heirs, her successors, representatives, agents, employees, attorneys and assigns, hereby irrevocably and unconditionally releases, acquits, and forever discharges CSFSO, Church of Scientology International ("CSI"), Religious Technology Center ("RTC"), all other Scientology Churches, Missions and Scientology affiliated organizations, their



respective trustees, directors, officers, employees, and agents, individually and in any and all capacities, the successors and assigns of L. Ron Hubbard, and each of them, and their respective successors, representatives, agents, attorneys, assigns, subsidiaries, officers, directors, divisions, trustees, and employees (collectively "Releasees"), individually and in any and all capacities, from any and all claims, damages, causes of action of every kind, whether known or unknown, which COOK, or any of those named above claiming under her now have or may hereafter have against Releasees, and each of them, from the beginning of time, to and including the effective date of this Agreement.

B. The term "any and all claims" as used above, means and includes, but is not limited to, all claims of any kind, whether known or unknown, anticipated or unanticipated, suspected or unsuspected, past or present, contingent or fixed, including, without limitation, claims under: (1) Title VII of the Civil Rights Act of 1964 (race, color, religion, sex, and national origin discrimination); (2) 42 U.S.C. §1981 (discrimination); (3) 29 U.S.C. §§621-634 (age discrimination); (4) 29 U.S.C. §208(d)(1) (equal pay); (5) the Florida Fair Employment Practices Act (discrimination, including race, color, national origin, ancestry, physical handicap, medical condition, marital status, sex, or age); (6) Executive Order 11246 (race, color, religion, sex, and national origin discrimination); (7) Executive Order 11141 (age discrimination); and (8) §§503 and 504 of the Rehabilitation Act of 1973 (handicap discrimination).

C. The term "any and all claims" shall be interpreted liberally and as sufficiently comprehensive so that this Agreement precludes any and all disputes, litigation or controversy of any and all descriptions brought by COOK against any and all Releasees.

3. Waiver of Civil Code Section 1542.

COOK acknowledges that she has read Section 1542 of the California Civil Code, which provides that:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THIS RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

COOK agrees and understands that by signing this Agreement, she is releasing all claims, whether known, unknown, foreseen, or unforeseen, obvious or hidden which she may have against any of the Releasees. COOK understands the above-referenced code section and its significance and consequence, and she expressly waives and relinquishes all rights and benefits she may have thereunder, as well as under any other statute or common law principles of similar effect.

4. Consideration.

A. In exchange for her General Release as set forth in Paragraph 2 above, COOK acknowledges the receipt from CSFSO of good, valuable, and adequate consideration including \$50,000.00 from CSFSO at the date of her termination.

B. In exchange for her other promises, covenants, warranties and obligations set forth in this Agreement, COOK acknowledges the receipt from CSFSO of good, valuable, and adequate consideration including, but not limited to, CSFSO's commitment to assist COOK in the future should others attempt to persuade, assist, or induce her to breach this agreement, which commitment CSFSO hereby acknowledges.

5. Representations and Warranties.

COOK represents, warrants, and states that:

A. COOK has read this Agreement in its entirety and understands its contents.

B. COOK has executed this Agreement willingly, voluntarily, and without coercion or duress of any kind, and with her intent that all obligations she has undertaken and all representations she had made herein will remain in full force and effect and binding upon her irrespective of her status as a Scientologist in good standing.

C. COOK'S intent and purpose in executing this Agreement is to completely and forever disengage from any and all controversies, disputes, and proceedings of any nature with CSFSO, CSI, RTC and all other entities affiliated with the Scientology religion, and all individuals associated in any capacity with all such entities. COOK further represents, warrants, and states that this Agreement and each of its terms is to be construed liberally to effect that intention and purpose.

D. COOK has returned to CSFSO any and all confidential materials relating to the Scientology religion and/or to the operations and activities of CSFSO or any other Church of Scientology or related entity, in her possession, custody or control. COOK has further returned any and all letters, photographs, papers, correspondence, videos, DVDs, and audio recordings which were obtained in the course of her staff position which she has not been authorized to keep. COOK further represents, warrants, and states that she recognizes that she has a continuing and perpetual duty to surrender to CSFSO any and all such confidential materials which in the future come into her possession, custody, or control.

E. COOK acknowledges and reaffirms any and all agreements that she previously made with CSFSO and any and all confidentiality agreements that she made with any other entity affiliated with the Scientology religion and specifically acknowledges and reaffirms her continuing obligations thereunder. Attached on the last page of this document as Exhibit A is a list of such obligations, which COOK acknowledges and agrees are by way of example, but not limitation.

F. In executing this Agreement, COOK is waiving what otherwise might be construed as rights under the California, Florida and United States Constitutions, specifically her First Amendment right to free speech and its California and Florida equivalent rights. COOK specifically acknowledges that she does so knowingly and voluntarily with respect to all covenants, duties, and obligations she makes and acknowledges in this Agreement.

G. COOK acknowledges that as part of her participation in Scientology religious services, CSFSO and other Scientology churches that she has been affiliated with, compiled folders containing its notations of her spiritual progress, known as a "Preclear Folder" or "PC Folder," as well as other ecclesiastical files containing notations regarding her spiritual progress. COOK further acknowledges and confirms that her PC Folders and other ecclesiastical files containing notations regarding her spiritual progress, as well as all contents thereof, are the sole and exclusive property of CSFSO and will be held by CSFSO or other Scientology churches in accordance with ecclesiastical doctrine and policy and that it is a matter of religious belief and of ecclesiastical doctrine and law, that such folders and files, and the contents of such folders and files, are kept confidential from all persons who lack the ecclesiastical authority to gain access to such materials, including COOK, and are subject to all applicable clergy-penitent privileges, and are neither comprehensible nor meant to be understood by anyone whose training and expertise in their interpretation is not recognized and sanctioned by CSFSO. COOK acknowledges CSI's ownership of such files.

H. COOK hereby forever abandons, surrenders, waives, and relinquishes without limitation any and all rights of ownership, possession, custody, control, access, copying, and viewing of her PC Folders and all other ecclesiastical files containing any notations regarding her spiritual progress, both with respect to the folders and files themselves and the information contained in them.

I. COOK confirms that the abandonment, surrender, waiver, and relinquishment referred to in the immediately preceding paragraph is unconditional and irrevocable and applies equally to anyone acting or purporting to be acting on COOK's behalf or for her benefit, whether she is alive or dead, whether she is disabled or incapacitated, and under any and all circumstances foreseen or unforeseen, in perpetuity, without exception or limitation.

J. COOK ACKNOWLEDGES THAT IF SHE OR ANYONE ACTING OR PURPORTING TO BE ACTING ON HER BEHALF OR FOR HER BENEFIT EVER SEEK ACCESS TO ANY OF HER PC FOLDERS OR ANY OTHER ECCLESIASTICAL FILE CONTAINING ANY NOTATIONS REGARDING HER SPIRITUAL PROGRESS, SHE INTENDS FOR THE SUBMISSION OF THIS AGREEMENT TO THE PRESIDING JUDICIAL OFFICER TO BE A COMPLETE AND SUFFICIENT BASIS FOR THE IMMEDIATE DENIAL OF WHATEVER ACCESS IS BEING SOUGHT WITH PREJUDICE TO ANY OTHER OR FURTHER EFFORT TO BREACH THE ABSOLUTE CONFIDENTIALITY OF THOSE MATERIALS OR THE EXCLUSIVE RIGHT OF CSI OR OTHER SCIENTOLOGY CHURCHES IN ACCORDANCE WITH ECCLESIASTICAL DOCTRINE AND POLICY TO PRESERVE THEIR ABSOLUTE CONFIDENTIALITY.

K. COOK FURTHER ACKNOWLEDGES AND CONFIRMS THAT SHOULD SHE OR ANYONE ACTING OR PURPORTING TO BE ACTING ON HER BEHALF EVER SUE, OR OTHERWISE SEEK LEGAL RECOURSE WITH RESPECT TO ANY DISPUTE, CLAIM OR CONTROVERSY AGAINST CSI, RTC OR ANY OTHER SCIENTOLOGY CHURCH, ANY OTHER ORGANIZATION WHICH ESPOUSES, PRESENTS, PROPAGATES OR PRACTICES THE SCIENTOLOGY RELIGION, OR ANY PERSON EMPLOYED BY ANY SUCH ENTITY, REGARDLESS OF THE NATURE OF THE DISPUTE, CLAIM OR CONTROVERSY, SHE INTENDS FOR THE SUBMISSION OF THIS AGREEMENT TO THE PRESIDING JUDICIAL OFFICER TO BE A COMPLETE AND SUFFICIENT BASIS FOR THE IMMEDIATE DISMISSAL OF ANY AND ALL SUCH PROCEEDINGS WITH PREJUDICE TO FURTHER PROCEEDINGS OF ANY KIND.

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6. Covenants.

COOK covenants, agrees, and promises that:

A. COOK will never disclose any non-public information, data, or knowledge she has learned or will learn about the organization of CSFSO, CSI, RTC or any other entity affiliated with the Scientology religion, or any persons associated with any such entity, including, but not limited to, information or data related to their internal structures, security systems, finances, functions, confidential locations or activities, memos, correspondence, electronic information and information related to their schedules, duties and activities. COOK acknowledges that disclosure of such information could cause irreparable injury to the Releasees and that the obligations set forth in this subparagraph will remain in force in perpetuity.

B. COOK will never disclose any information, data, or knowledge she has learned or will learn about or relating to any of the Releasees, their staff or former staff, officers or former officers, directors or former directors, trustees or former trustees, parishioners or former parishioners, or L. Ron Hubbard that has not been authorized for release to the general public. Such matters include, by way of example and not limitation, information, data, or knowledge relating to security matters, financial information, private information concerning any of the Releasees or their staff, including their schedules and activities, priest-penitent privileged communications, attorney-client privileged information, plans, programs, strategies, projects, or any other information about any of the Releasees or the Scientology religion, which are not specifically authorized to be disclosed by COOK. COOK acknowledges that disclosure of such information could cause irreparable injury to the Releasees and that the obligations set forth in this subparagraph will remain in force in perpetuity.

C. COOK will never sell, copy, quote from, publish, electronically post, distribute, disseminate, duplicate, paraphrase, or reveal the contents of any of those Scientology materials known as the "Advanced Technology" or "Upper Level Materials." she acknowledges that the Upper Level Materials are confidential and that meticulous efforts are made to maintain that confidentiality. COOK further represents that she does not have in her

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possession, custody, or control any such materials or copies thereof. COOK acknowledges that disclosure of such information could cause irreparable injury to the Releasees and that the obligations set forth in this subparagraph will remain in force in perpetuity.

D. COOK will never voluntarily assist any person, group or organization in any effort to harass or injure any of the Releasees, their staff, public or parishioners, and will not voluntarily assist in any manner any person or entity involved in or contemplating investigation, litigation, or arbitration against any of the Releasees, whether as a plaintiff or as a defendant, unless compelled to do so by proper, non-collusive service of a subpoena or other lawful process upon COOK. COOK acknowledges that the obligations set forth in this subparagraph will remain in force in perpetuity.

E. COOK agrees never to create or electronically post or publish or attempt to publish, and/or assist another in another in any fashion to create for publication or posting by means of newspaper story, magazine, article, book or other similar form, any writing, or to broadcast, or to assist another to create, write, film or video tape or audio tape, electronically post, any news program, show, program or movie, concerning her experiences with, knowledge of, or information concerning, the Scientology religion, or any of the Releasees, or any of their respective staff, former staff, parishioners, or former parishioners. COOK acknowledges that the obligations set forth in this subparagraph will remain in force in perpetuity.

F. COOK will never aid or assist in any manner any person or organization hostile to or engaged in attacks against the Scientology religion, any of its parishioners, or any of the Releasees. COOK acknowledges that the obligations set forth in this subparagraph will remain in force in perpetuity.

G. COOK will never testify or otherwise participate in any other judicial, administrative or legislative proceeding adverse to the Scientology religion, any of its parishioners, or any of the Releasees, unless compelled to do so by proper, non-collusive service of a subpoena or other lawful process. To enable CSFSO to assist COOK should COOK be served with such a subpoena or other process by a third party seeking testimony and/or the production of documents concerning any of the Releasees, COOK shall notify CSFSO through its corporate secretary or any of its officers within two (2) days of receipt of such service, and shall furnish him or her with a copy of any such subpoena or process. COOK acknowledges that the foregoing notice provision exists to help her to cooperate with CSFSO with respect to such subpoena and process. COOK acknowledges that the obligations set forth in this subparagraph will remain in force in perpetuity.

H. COOK agrees never to utter, write, print, post, disseminate, circulate, quote or publish any kind of statement in any form, which is defamatory or disparaging against any of the Releasees, either directly or indirectly. COOK acknowledges that the obligations set forth in this subparagraph will remain in force in perpetuity.

7. Remedies for Breach.

A. COOK agrees to resolve any dispute with any of the Releasees through binding Scientology ecclesiastical arbitration under the authority of the International Justice Chief. COOK agrees that prior to her filing of any request for arbitration, she will endeavor to meet in person with a representative of CSFSO and exhaust all reasonable potential compromises and resolutions of such dispute. In the event that COOK is unable to resolve any such dispute with CSFSO or any Church of Scientology, COOK will use the arbitration service Judicial Arbitration and Mediation Services (JAMS) or any similar service to arbitrate any such dispute.

B. Should COOK breach or threaten to breach this Agreement, she agrees that CSFSO or any other of the Releasees shall have the right to seek an ex parte issuance of a temporary restraining order, and to obtain a preliminary and permanent injunction against her, without bond, in any court of competent jurisdiction, to prohibit her from breaching this Agreement and to compel her to comply with the terms of this Agreement. If CSFSO or any of the other Releasees have to take such legal action because COOK threatens or attempts to or COOK violates the terms of this Agreement, then she will be responsible for all costs, attorneys' fees and damages arising from such action.

C. Should COOK breach this Agreement, she agrees that the amount of harm is likely to be very substantial and to vary with the type and extent of disclosure and/or use of such information and that it would be extremely difficult and impractical if not impossible to measure the full extent of actual damages caused by the violation of this Agreement and General Release. Accordingly, COOK agrees upon the following schedule of liquidated damages, which COOK acknowledges and agrees is reasonable in light of the circumstances existing at the time this agreement is made, for COOK's breaches of confidentiality obligations hereunder with respect to confidential information.

- (1) Private disclosure, transmission or repetition of Confidential Information: \$50,000 for each person to whom each such disclosure, transmission or repetition is made.
- (2) Causing, participating in, cooperating in, aiding or abetting the publication, broadcast or other public disclosure, transmission or repetition of Confidential Information, including through private disclosure, transmission or repetition in subparagraph C (1) above: \$100,000 for each disclosure, transmission or repetition.
- (3) In a newspaper or magazine: \$20.00 for each copy printed, with a minimum of \$100,000 per publication.
- (4) In a book: \$250.00 for each copy printed, with a minimum of \$100,000 per publication.
- (5) In a television broadcast: \$100,000 per broadcast.
- (6) In video cassettes, discs, or other video devices: \$30.00 for each unit reproduced, with a minimum of \$100,000.
- (7) On audio records (tape, disc or otherwise): \$10.00 for each unit reproduced, with a minimum of \$100,000.

- (8) On the Internet or otherwise by means of wireless or similar devices: \$100,000 per posting (including posting on a webpage, message board, photo board, chat room, etc.)
- (9) By other public disclosure, transmission or repetition: \$100,000 for each such disclosure or repetition.

 [initials]

D. No delay or omission of CSFSO or any other Releasee, in exercising any right or remedy accruing upon any default or breach of this Agreement shall be construed as a waiver of any such default or breach or any acquiescence therein. Every right and remedy conferred hereunder upon CSFSO, or any other Releasee may be enforced and exercised as often as permitted by law.

8. Severability.

If any provision of this Agreement shall be declared to be void, invalid or otherwise unenforceable in whole or in part by a court of competent jurisdiction, all remaining provisions shall be unaffected and shall remain in full force and effect.

9. Amendment.

This Agreement may only be amended by written agreement signed by COOK and CSFSO.

10. Applicable Law.

This Agreement shall be construed, interpreted, governed, and enforced in accordance with the laws of the State of Florida on behalf of CSFSO and as far as any California corporation, this Agreement is to be construed, interpreted, governed and enforced in accordance with the laws of the State of California and without reference to conflicts of law.

11. Inconsistent Acts.

COOK further agrees to forbear and refrain from doing any act or exercising any right, whether existing now or in the future, which act or exercise is inconsistent with this Agreement.



12. Headings.

The paragraph headings contained in this Agreement are for convenience of reference only and shall not affect the construction of any provision of this Agreement.

13. Counterparts.

This Agreement may be executed in two or more counterparts, each of which will be deemed an original but all of which together shall constitute one and the same instrument.

14. Non-Parties to this Agreement.

To the extent that this agreement inures to the benefit of persons or entities not signatories hereto, this Agreement is hereby declared to be made for their respective benefits and uses.

15. Additional Acts.

COOK and CSFSO will perform all further acts that may be reasonably necessary and useful to effectuate the purposes and provisions of this Agreement.

16. No Assignment of Claims.

Both COOK and CSFSO acknowledge and warrant that she or it has not assigned or otherwise transferred to any third party an interest in any claim it may have against any signatory to this Agreement or Releasee, and COOK acknowledges and agrees to indemnify and hold CSFSO and the Releasees harmless from any liability resulting from having assigned or transferred such interest to a third party.

17. No Admissions.

This Agreement is the document by which all rights, duties, and obligations of COOK and CSFSO are memorialized at the conclusion of COOK'S staff membership by CSFSO. It shall not in any way be construed as an admission by CSFSO that it acted wrongfully with respect to COOK or any other person, or that COOK has any rights whatsoever against CSFSO. CSFSO specifically disclaims and COOK specifically acknowledges that CSFSO has no liability to or for any wrongful acts against COOK or any other person, on the part of itself, its agents, or anyone else acting on its behalf.

18. No Other Claims.

COOK covenants and represents that she has not filed any complaints or charges or lawsuits against CSFSO or any Releasee with any governmental agency or any court, and that COOK will not do so at any time hereafter.


19. No Obligation.

COOK agrees and acknowledges that the consideration identified in paragraph 4 of this Agreement is not required to be given to COOK by any policy or procedure of CSFSO or by law.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

CHURCH OF SCIENTOLOGY FLAG SERVICE ORGANIZATION, Inc.

By: _____

 (Secretary)



DEBBIE COOK



**EXHIBIT A TO
AGREEMENT AND GENERAL RELEASE**

CONFIDENTIAL INFORMATION is defined as information which has not been authorized to be published or revealed either to general Church of Scientology public or staff or in general. This includes but is not limited to the following:

- A. Church issues with limited distribution, or information concerning them;
- B. Information relating to security of information or confidential Church premises and locations;
- C. Personal information regarding CSFSO, CSI, RTC or any Church of Scientology or their staff or executives, or any parishioners, or persons associated with any Church of Scientology or parishioners in any capacity, any staff member of any Church of Scientology and their schedules and activities, including Church events or private events and private counseling, including auditing or use of the Scientology ethics technology, that has not been authorized by the individual himself or herself to be published;
- D. Expansion plans or programs of CSFSO, CSI, RTC or any Church of Scientology that have not yet been released to general Church of Scientology staff or public;
- E. Any information which is considered by CSFSO, CSI or RTC to be trade secret, including but not limited to any and all Advanced Courses materials;
- F. Any information which relates to subjects concerning proprietary rights of CSFSO, CSI, RTC or any Church of Scientology, such as any copyrights, trademarks and trade secrets;
- G. Any information which relates to computer programming, design and user support for CSFSO, CSI or RTC or other Churches of Scientology;
- H. Any other information obtained through activities on behalf of CSFSO, CSI or RTC or any Church of Scientology, which relates to the operations or activities of CSFSO, CSI, RTC or any Church of Scientology, whether or not formally designated as "Confidential" which may not be generally known by or available to, the public or which, if disclosed, would tend to injure or otherwise adversely affect CSFSO, CSI, RTC, or any other Churches of Scientology or any of their respective activities, functions, plans, programs or personnel. To the extent there is any question about the confidential status of any such matter, it is incumbent upon the party to this Agreement to verify this with a qualified CSFSO staff member before making any use or disclosure of it in any fashion.

AGREEMENT AND GENERAL RELEASE

This Agreement and General Release ("Agreement") is entered into on October 19, 2007 by and between Wayne Baumgarten, (hereinafter "Baumgarten") on the one hand, and Church of Scientology Flag Service Organization, Inc. ("CSFSO"), a Florida non-profit religious corporation, on the other hand.

RECITALS

WHEREAS, BAUMGARTEN is a religious worker, participating as a staff member of CSFSO, a church of the Scientology religion;

WHEREAS, BAUMGARTEN is terminating his membership in the religious order within the Scientology religion known as the Sea Organization and his staff membership with CSFSO;

WHEREAS, BAUMGARTEN and CSFSO wish to have a clear statement of their respective obligations, and duties upon BAUMGARTEN's termination from his staff membership by CSFSO and a basis upon which BAUMGARTEN and CSFSO may cooperate with one another in the future; and

WHEREAS, to avoid potential conflict or misunderstanding in the future between BAUMGARTEN and CSFSO,

NOW, THEREFORE: in consideration of the premises, promises, covenants, and warranties set forth in this Agreement, and for good and valuable consideration, the receipt of which the parties to this Agreement hereby acknowledge, BAUMGARTEN and CSFSO agree as follows:

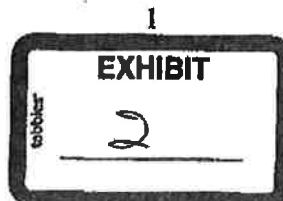
1. Termination of Staff Membership.

A. BAUMGARTEN's staff membership in any and all capacities by CSFSO is hereby terminated as of the date first stated above.

B. BAUMGARTEN acknowledges and agrees that at all times throughout his membership by CSFSO and throughout his staff membership by any entity affiliated with the Scientology religion, he has been compensated in a timely manner in full accordance with all applicable laws and Scientology policy, and that he is entitled to no further compensation as a result of such membership.

2. General Release.

A. As a material inducement to CSFSO to enter into this Agreement, BAUMGARTEN on behalf of himself, his heirs, his successors, representatives, agents, employees, attorneys and assigns, hereby irrevocably and unconditionally releases, acquits, and forever



discharges CSFSO, Church of Scientology International ("CSI"), Religious Technology Center ("RTC"), all other Scientology Churches, Missions and Scientology affiliated organizations, their respective trustees, directors, officers, employees, and agents, individually and in any and all capacities, the successors and assigns of L. Ron Hubbard, and each of them, and their respective successors, representatives, agents, attorneys, assigns, subsidiaries, officers, directors, divisions, trustees, and employees (collectively "Releasees"), individually and in any and all capacities, from any and all claims, damages, causes of action of every kind, whether known or unknown, which BAUMGARTEN, or any of those named above claiming under him now have or may hereafter have against Releasees, and each of them, from the beginning of time, to and including the effective date of this Agreement.

B. The term "any and all claims" as used above, means and includes, but is not limited to, all claims of any kind, whether known or unknown, anticipated or unanticipated, suspected or unsuspected, past or present, contingent or fixed, including, without limitation, claims under: (1) Title VII of the Civil Rights Act of 1964 (race, color, religion, sex, and national origin discrimination); (2) 42 U.S.C. §1981 (discrimination); (3) 29 U.S.C. §§621-634 (age discrimination); (4) 29 U.S.C. §206(d)(1) (equal pay); (5) the Florida Fair Employment Practices Act (discrimination, including race, color, national origin, ancestry, physical handicap, medical condition, marital status, sex, or age); (6) Executive Order 11246 (race, color, religion, sex, and national origin discrimination); (7) Executive Order 11141 (age discrimination); and (8) §§503 and 504 of the Rehabilitation Act of 1973 (handicap discrimination).

C. The term "any and all claims" shall be interpreted liberally and as sufficiently comprehensive so that this Agreement precludes any and all disputes, litigation or controversy of any and all descriptions brought by BAUMGARTEN against any and all Releasees.

3. Waiver of Civil Code Section 1542.

BAUMGARTEN acknowledges that he has read Section 1542 of the California Civil Code, which provides that:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THIS RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

BAUMGARTEN agrees and understands that by signing this Agreement, he is releasing all claims, whether known, unknown, foreseen, or unforeseen, obvious or hidden which he may have against any of the Releasees. BAUMGARTEN understands the above-referenced code section and its significance and consequence, and he expressly waives and relinquishes all rights and benefits he may have thereunder, as well as under any other statute or common law principles of similar effect.

4. Consideration.

A. In exchange for his General Release as set forth in Paragraph 2 above, BAUMGARTEN acknowledges the receipt from CSFSO of good, valuable, and adequate consideration including \$50,000 from CSFSO at the date of his termination.

B. In exchange for his other promises, covenants, warranties and obligations set forth in this Agreement, BAUMGARTEN acknowledges the receipt from CSFSO of good, valuable, and adequate consideration including, but not limited to, CSFSO's commitment to assist BAUMGARTEN in the future should others attempt to persuade, assist, or induce him to breach this agreement, which commitment CSFSO hereby acknowledges.

5. Representations and Warranties.

BAUMGARTEN represents, warrants, and states that:

A. BAUMGARTEN has read this Agreement in its entirety and understands its contents.

B. BAUMGARTEN has executed this Agreement willingly, voluntarily, and without coercion or duress of any kind, and with his intent that all obligations he has undertaken and all representations he had made herein will remain in full force and effect and binding upon him irrespective of his status as a Scientologist in good standing.

C. BAUMGARTEN'S intent and purpose in executing this Agreement is to completely and forever disengage from any and all controversies, disputes, and proceedings of any nature with CSFSO, CSI, RTC and all other entities affiliated with the Scientology religion, and all individuals associated in any capacity with all such entities. BAUMGARTEN further represents, warrants, and states that this Agreement and each of its terms is to be construed liberally to effect that intention and purpose.

D. BAUMGARTEN has returned to CSFSO any and all confidential materials relating to the Scientology religion and/or to the operations and activities of CSFSO or any other Church of Scientology or related entity, in his possession, custody or control. BAUMGARTEN has further returned any and all letters, photographs, papers, correspondence, videos, DVDs, and audio recordings which were obtained in the course of his staff position which he has not been authorized to keep. BAUMGARTEN further represents, warrants, and states that he recognizes that he has a continuing and perpetual duty to surrender to CSFSO any and all such confidential materials which in the future come into his possession, custody, or control.

E. BAUMGARTEN acknowledges and reaffirms any and all agreements that he previously made with CSFSO and any and all confidentiality agreements that he made with any other entity affiliated with the Scientology religion and specifically acknowledges and reaffirms his continuing obligations thereunder. Attached on the last page of this document as

Exhibit A is a list of such obligations, which BAUMGARTEN acknowledges and agrees are by way of example, but not limitation.

F. In executing this Agreement, BAUMGARTEN is waiving what otherwise might be construed as rights under the California, Florida and United States Constitutions, specifically his First Amendment right to free speech and its California and Florida equivalent rights. BAUMGARTEN specifically acknowledges that he does so knowingly and voluntarily with respect to all covenants, duties, and obligations he makes and acknowledges in this Agreement.

G. BAUMGARTEN acknowledges that as part of his participation in Scientology religious services, CSFSO and other Scientology churches that he has been affiliated with, compiled folders containing its notations of his spiritual progress, known as a "Preclear Folder" or "PC Folder," as well as other ecclesiastical files containing notations regarding his spiritual progress. BAUMGARTEN further acknowledges and confirms that his PC Folders and other ecclesiastical files containing notations regarding his spiritual progress, as well as all contents thereof, are the sole and exclusive property of CSFSO and will be held by CSFSO or other Scientology churches in accordance with ecclesiastical doctrine and policy and that it is a matter of religious belief and of ecclesiastical doctrine and law, that such folders and files, and the contents of such folders and files, are kept confidential from all persons who lack the ecclesiastical authority to gain access to such materials, including BAUMGARTEN, and are subject to all applicable clergy-penitent privileges, and are neither comprehensible nor meant to be understood by anyone whose training and expertise in their interpretation is not recognized and sanctioned by CSFSO. BAUMGARTEN acknowledges CSI's ownership of such files.

H. BAUMGARTEN hereby forever abandons, surrenders, waives, and relinquishes without limitation any and all rights of ownership, possession, custody, control, access, copying, and viewing of his PC Folders and all other ecclesiastical files containing any notations regarding his spiritual progress, both with respect to the folders and files themselves and the information contained in them.

I. BAUMGARTEN confirms that the abandonment, surrender, waiver, and relinquishment referred to in the immediately preceding paragraph is unconditional and irrevocable and applies equally to anyone acting or purporting to be acting on BAUMGARTEN's behalf or for his benefit, whether he is alive or dead, whether he is disabled or incapacitated, and under any and all circumstances foreseen or unforeseen, in perpetuity, without exception or limitation.

J. BAUMGARTEN ACKNOWLEDGES THAT IF HE OR ANYONE ACTING OR PURPORTING TO BE ACTING ON HIS BEHALF OR FOR HIS BENEFIT EVER SEEK ACCESS TO ANY OF HIS PC FOLDERS OR ANY OTHER ECCLESIASTICAL FILE CONTAINING ANY NOTATIONS REGARDING HIS SPIRITUAL PROGRESS, HE INTENDS FOR THE SUBMISSION OF THIS AGREEMENT TO THE PRESIDING JUDICIAL OFFICER TO BE A COMPLETE AND SUFFICIENT BASIS FOR THE IMMEDIATE DENIAL OF

WHATEVER ACCESS IS BEING SOUGHT WITH PREJUDICE TO ANY OTHER OR FURTHER EFFORT TO BREACH THE ABSOLUTE CONFIDENTIALITY OF THOSE MATERIALS OR THE EXCLUSIVE RIGHT OF CSI OR OTHER SCIENTOLOGY CHURCHES IN ACCORDANCE WITH ECCLESIASTICAL DOCTRINE AND POLICY TO PRESERVE THEIR ABSOLUTE CONFIDENTIALITY.

K. BAUMGARTEN FURTHER ACKNOWLEDGES AND CONFIRMS THAT SHOULD HE OR ANYONE ACTING OR PURPORTING TO BE ACTING ON HIS BEHALF EVER SUE, OR OTHERWISE SEEK LEGAL RECOURSE WITH RESPECT TO ANY DISPUTE, CLAIM OR CONTROVERSY AGAINST CSI, RTC OR ANY OTHER SCIENTOLOGY CHURCH, ANY OTHER ORGANIZATION WHICH ESPOUSES, PRESENTS, PROPAGATES OR PRACTICES THE SCIENTOLOGY RELIGION, OR ANY PERSON EMPLOYED BY ANY SUCH ENTITY, REGARDLESS OF THE NATURE OF THE DISPUTE, CLAIM OR CONTROVERSY, HE INTENDS FOR THE SUBMISSION OF THIS AGREEMENT TO THE PRESIDING JUDICIAL OFFICER TO BE A COMPLETE AND SUFFICIENT BASIS FOR THE IMMEDIATE DISMISSAL OF ANY AND ALL SUCH PROCEEDINGS WITH PREJUDICE TO FURTHER PROCEEDINGS OF ANY KIND.

6. Covenants.

BAUMGARTEN covenants, agrees, and promises that:

A. BAUMGARTEN will never disclose any non-public information, data, or knowledge he has learned or will learn about the organization of CSFSO, CSI, RTC or any other entity affiliated with the Scientology religion, or any persons associated with any such entity, including, but not limited to, information or data related to their internal structures, security systems, finances, functions, confidential locations or activities, memos, correspondence, electronic information and information related to their schedules, duties and activities. BAUMGARTEN acknowledges that disclosure of such information could cause irreparable injury to the Releasees and that the obligations set forth in this subparagraph will remain in force in perpetuity.

B. BAUMGARTEN will never disclose any information, data, or knowledge he has learned or will learn about or relating to any of the Releasees, their staff or former staff, officers or former officers, directors or former directors, trustees or former trustees, parishioners or former parishioners, or L. Ron Hubbard that has not been authorized for release to the general public. Such matters include, by way of example and not limitation, information, data, or knowledge relating to security matters, financial information, private information concerning any of the Releasees or their staff, including their schedules and activities, priest-penitent privileged communications, attorney-client privileged information, plans, programs, strategies, projects, or any other information about any of the Releasees or the Scientology religion, which are not specifically authorized to be disclosed by BAUMGARTEN. BAUMGARTEN acknowledges that disclosure of such information could cause irreparable injury to the Releasees and that the obligations set forth in this subparagraph will remain in force in perpetuity.

C. BAUMGARTEN will never sell, copy, quote from, publish, electronically post, distribute, disseminate, duplicate, paraphrase, or reveal the contents of any of those Scientology materials known as the "Advanced Technology" or "Upper Level Materials." he acknowledges that the Upper Level Materials are confidential and that meticulous efforts are made to maintain that confidentiality. BAUMGARTEN further represents that he does not have in his possession, custody, or control any such materials or copies thereof. BAUMGARTEN acknowledges that disclosure of such information could cause irreparable injury to the Releasees and that the obligations set forth in this subparagraph will remain in force in perpetuity.

D. BAUMGARTEN will never voluntarily assist any person, group or organization in any effort to harass or injure any of the Releasees, their staff, public or parishioners, and will not voluntarily assist in any manner any person or entity involved in or contemplating investigation, litigation, or arbitration against any of the Releasees, whether as a plaintiff or as a defendant, unless compelled to do so by proper, non-collusive service of a subpoena or other lawful process upon BAUMGARTEN. BAUMGARTEN acknowledges that the obligations set forth in this subparagraph will remain in force in perpetuity.

E. BAUMGARTEN agrees never to create or electronically post or publish or attempt to publish, and/or assist another in another in any fashion to create for publication or posting by means of newspaper story, magazine, article, book or other similar form, any writing, or to broadcast, or to assist another to create, write, film or video tape or audio tape, electronically post, any news program, show, program or movie, concerning his experiences with, knowledge of, or information concerning, the Scientology religion, or any of the Releasees, or any of their respective staff, former staff, parishioners, or former parishioners. BAUMGARTEN acknowledges that the obligations set forth in this subparagraph will remain in force in perpetuity.

F. BAUMGARTEN will never aid or assist in any manner any person or organization hostile to or engaged in attacks against the Scientology religion, any of its parishioners, or any of the Releasees. BAUMGARTEN acknowledges that the obligations set forth in this subparagraph will remain in force in perpetuity.

G. BAUMGARTEN will never testify or otherwise participate in any other judicial, administrative or legislative proceeding adverse to the Scientology religion, any of its parishioners, or any of the Releasees, unless compelled to do so by proper, non-collusive service of a subpoena or other lawful process. To enable CSFSO to assist BAUMGARTEN should BAUMGARTEN be served with such a subpoena or other process by a third party seeking testimony and/or the production of documents concerning any of the Releasees, BAUMGARTEN shall notify CSFSO through its corporate secretary or any of its officers within two (2) days of receipt of such service, and shall furnish him or his with a copy of any such subpoena or process. BAUMGARTEN acknowledges that the foregoing notice provision exists to help him to cooperate with CSFSO with respect to such subpoena and

process. BAUMGARTEN acknowledges that the obligations set forth in this subparagraph will remain in force in perpetuity.

H. BAUMGARTEN agrees never to utter, write, print, post, disseminate, circulate, quote or publish any kind of statement in any form, which is defamatory or disparaging against any of the Releasees, either directly or indirectly. BAUMGARTEN acknowledges that the obligations set forth in this subparagraph will remain in force in perpetuity.

7. Remedies for Breach.

A. BAUMGARTEN agrees to resolve any dispute with any of the Releasees through binding Scientology ecclesiastical arbitration under the authority of the International Justice Chief. BAUMGARTEN agrees that prior to his filing of any request for arbitration, he will endeavor to meet in person with a representative of CSFSO and exhaust all reasonable potential compromises and resolutions of such dispute. In the event that BAUMGARTEN is unable to resolve any such dispute with CSFSO or any Church of Scientology, BAUMGARTEN will use the arbitration service Judicial Arbitration and Mediation Services (JAMS) or any similar service to arbitrate any such dispute.

B. Should BAUMGARTEN breach or threaten to breach this Agreement, he agrees that CSFSO or any other of the Releasees shall have the right to seek an ex parte issuance of a temporary restraining order, and to obtain a preliminary and permanent injunction against him, without bond, in any court of competent jurisdiction, to prohibit him from breaching this Agreement and to compel him to comply with the terms of this Agreement. If CSFSO or any of the other Releasees have to take such legal action because BAUMGARTEN threatens or attempts to or BAUMGARTEN violates the terms of this Agreement, then he will be responsible for all costs, attorneys' fees and damages arising from such action.

C. Should BAUMGARTEN breach this Agreement, he agrees that the amount of harm is likely to be very substantial and to vary with the type and extent of disclosure and/or use of such information and that it would be extremely difficult and impractical if not impossible to measure the full extent of actual damages caused by the violation of this Agreement and General Release. Accordingly, BAUMGARTEN agrees upon the following schedule of liquidated damages, which BAUMGARTEN acknowledges and agrees is reasonable in light of the circumstances existing at the time this agreement is made, for BAUMGARTEN's breaches of confidentiality obligations hereunder with respect to confidential information.

- (1) Private disclosure, transmission or repetition of Confidential Information: \$50,000 for each person to whom each such disclosure, transmission or repetition is made.
- (2) Causing, participating in, cooperating in, aiding or abetting the publication, broadcast or other public disclosure, transmission or repetition of Confidential Information, including through private disclosure, transmission, or repetition in subparagraph C (1) above: \$100,000 for each disclosure, transmission or repetition.

- (3) In a newspaper or magazine: \$20.00 for each copy printed, with a minimum of \$100,000 per publication.
- (4) In a book: \$250.00 for each copy printed, with a minimum of \$100,000 per publication.
- (5) In a television broadcast: \$100,000 per broadcast.
- (6) In video cassettes, discs, or other video devices: \$30.00 for each unit reproduced, with a minimum of \$100,000.
- (7) On audio records (tape, disc or otherwise): \$10.00 for each unit reproduced, with a minimum of \$100,000.
- (8) On the Internet or otherwise by means of wireless or similar devices: \$100,000 per posting (including posting on a webpage, message board, photo board, chat room, etc.)
- (9) By other public disclosure, transmission or repetition: \$100,000 for each such disclosure or repetition.

 [initials]

D. No delay or omission of CSFSO or any other Releasee, in exercising any right or remedy accruing upon any default or breach of this Agreement shall be construed as a waiver of any such default or breach or any acquiescence therein. Every right and remedy conferred hereunder upon CSFSO, or any other Releasee may be enforced and exercised as often as permitted by law.

8. Severability.

If any provision of this Agreement shall be declared to be void, invalid or otherwise unenforceable in whole or in part by a court of competent jurisdiction, all remaining provisions shall be unaffected and shall remain in full force and effect.

9. Amendment.

This Agreement may only be amended by written agreement signed by BAUMGARTEN and CSFSO.

10. Applicable Law.

This Agreement shall be construed, interpreted, governed, and enforced in accordance with the laws of the State of Florida on behalf of CSFSO and as far as any California corporation, this Agreement is to be construed, interpreted, governed and enforced in accordance with the laws of the State of California and without reference to conflicts of law.

11. Inconsistent Acts.

BAUMGARTEN further agrees to forbear and refrain from doing any act or exercising any right, whether existing now or in the future, which act or exercise is inconsistent with this Agreement.



12. Headings.

The paragraph headings contained in this Agreement are for convenience of reference only and shall not affect the construction of any provision of this Agreement.

13. Counterparts.

This Agreement may be executed in two or more counterparts, each of which will be deemed an original but all of which together shall constitute one and the same instrument.

14. Non-Parties to this Agreement.

To the extent that this agreement inures to the benefit of persons or entities not signatories hereto, this Agreement is hereby declared to be made for their respective benefits and uses.

15. Additional Acts.

BAUMGARTEN and CSFSO will perform all further acts that may be reasonably necessary and useful to effectuate the purposes and provisions of this Agreement.

16. No Assignment of Claims.

Both BAUMGARTEN and CSFSO acknowledge and warrant that he or it has not assigned or otherwise transferred to any third party an interest in any claim it may have against any signatory to this Agreement or Releasee, and BAUMGARTEN acknowledges and agrees to indemnify and hold CSFSO and the Releasees harmless from any liability resulting from having assigned or transferred such interest to a third party.

17. No Admissions.

This Agreement is the document by which all rights, duties, and obligations of BAUMGARTEN and CSFSO are memorialized at the conclusion of BAUMGARTEN'S staff membership by CSFSO. It shall not in any way be construed as an admission by CSFSO that it acted wrongfully with respect to BAUMGARTEN or any other person, or that BAUMGARTEN has any rights whatsoever against CSFSO. CSFSO specifically disclaims and BAUMGARTEN specifically acknowledges that CSFSO has no liability to or for any wrongful acts against BAUMGARTEN or any other person, on the part of itself, its agents, or anyone else acting on its behalf.

18. No Other Claims.

BAUMGARTEN covenants and represents that he has not filed any complaints or charges or lawsuits against CSFSO or any Releasee with any governmental agency or any court, and that BAUMGARTEN will not do so at any time hereafter.

19. No Obligation.

BAUMGARTEN agrees and acknowledges that the consideration identified in paragraph 4 of this Agreement is not required to be given to BAUMGARTEN by any policy or procedure of CSFSO or by law.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

CHURCH OF SCIENTOLOGY FLAG SERVICE ORGANIZATION, Inc.

By:  _____ (SECRETARY)



WAYNE BAUMGARTEN



**EXHIBIT A TO
AGREEMENT AND GENERAL RELEASE**

CONFIDENTIAL INFORMATION is defined as information which has not been authorized to be published or revealed either to general Church of Scientology public or staff or in general. This includes but is not limited to the following:

- A. Church issues with limited distribution, or information concerning them;
- B. Information relating to security of information or confidential Church premises and locations;
- C. Personal information regarding CSFSO, CSI, RTC or any Church of Scientology or their staff or executives, or any parishioners, or persons associated with any Church of Scientology or parishioners in any capacity, any staff member of any Church of Scientology and their schedules and activities, including Church events or private events and private counseling, including auditing or use of the Scientology ethics technology, that has not been authorized by the individual himself or himself to be published;
- D. Expansion plans or programs of CSFSO, CSI, RTC or any Church of Scientology that have not yet been released to general Church of Scientology staff or public;
- E. Any information which is considered by CSFSO, CSI or RTC to be trade secret, including but not limited to any and all Advanced Courses materials;
- F. Any information which relates to subjects concerning proprietary rights of CSFSO, CSI, RTC or any Church of Scientology, such as any copyrights, trademarks and trade secrets;
- G. Any information which relates to computer programming, design and user support for CSFSO, CSI or RTC or other Churches of Scientology;
- H. Any other information obtained through activities on behalf of CSFSO, CSI or RTC or any Church of Scientology, which relates to the operations or activities of CSFSO, CSI, RTC or any Church of Scientology, whether or not formally designated as "Confidential" which may not be generally known by or available to, the public or which, if disclosed, would tend to injure or otherwise adversely affect CSFSO, CSI, RTC, or any other Churches of Scientology or any of their respective activities, functions, plans, programs or personnel. To the extent there is any question about the confidential status of any such matter, it is incumbent upon the party to this Agreement to verify this with a qualified CSFSO staff member before making any use or disclosure of it in any fashion.