

User Fee for Exempt Organization Determination Letter Request

• Attach this form to determination letter application.
(Form 8718 is NOT a determination letter application)

For IRS Use Only

Control number _____
Amount paid _____
User fees/creeper **#5000/14**
9795
MC#

1 Name of organization

HUBBARD COLLEGE OF ADMINISTRATION INTERNATIONAL.

2 Type of request (check only one box and include a check or money order made payable to Internal Revenue Service for the amount of the indicated fee):

Fee
2360

- a** ☐ Initial request for an exempt organization determination letter (do NOT use for a pension plan determination letter) by an organization whose annual gross receipts have not exceeded (or are not expected to exceed) \$10,000, averaged over the preceding four taxable years, or new organizations which anticipate annual gross receipts averaging not more than \$10,000 during their first four years. If you check this box you must complete the income certification below.

\$150

Certification

I hereby certify that the annual gross receipts of _____ (enter name of organization) have not exceeded (or are not expected to exceed) \$10,000, averaged over the preceding four (or the first four) years of operation.

Signature • _____ Title _____

- b** ☐ Initial request for an exempt organization determination letter (do NOT use for a pension plan determination letter) by an organization whose annual gross receipts have exceeded (or are expected to exceed) \$10,000, averaged over the preceding four taxable years, or a new organization which anticipates annual gross receipts averaging more than \$10,000 during their first four years.

\$375

- c** ☐ Private foundation which has completed a section 507 termination and which seeks a determination letter that it is now a public charity.

\$200

- d** ☒ Group exemption letters

\$500

Instructions

The Omnibus Budget Reconciliation Act of 1990 requires payment of a user fee for determination letter requests submitted to the Internal Revenue Service. The fee must accompany each request submitted to a key district office.

The fee for each type of request for an exempt organization determination letter is listed in item 2 of this form. Check the block that describes the type of request you are submitting, and attach this form to the front of your request form along with a check or money order for the amount indicated. Make the check or money order payable to the Internal Revenue Service.

Determination letter requests received with no payment or with an insufficient payment will be returned to the applicant for submission of the proper fee. To avoid delays in receiving a determination letter,

be sure that your application is sent to the applicable address shown below. These addresses supersede the addresses listed in Publication 557 and all application forms.

**If entity is in
this IRS District**
T

**Send fee and request
for determination
letter to this address**
T

Albany, Augusta, Boston,
Brooklyn, Buffalo,
Burlington, Hartford,
Manhattan, Portsmouth,
Providence

Internal Revenue Service
EP/EO Division
P. O. Box 1680, GPO
Brooklyn, NY 11202

Baltimore, District of
Columbia, Pittsburgh,
Richmond, Newark,
Philadelphia,
Wilmington, any U.S.
possession or foreign
country

Internal Revenue Service
EP/EO Division
P. O. Box 17010
Baltimore, MD 21203

Cincinnati, Cleveland,
Detroit, Indianapolis,
Louisville, Parkersburg

Internal Revenue Service
EP/EO Division
P. O. Box 3159
Cincinnati, OH 45201

Albuquerque, Austin,
Cheyenne, Dallas,
Denver, Houston,
Oklahoma City, Phoenix,
Salt Lake City, Wichita

Internal Revenue Service
EP/EO Division
Mail Code 4950 DAL
1100 Commerce Street
Dallas, TX 75242

Atlanta, Birmingham,
Columbia, Ft.
Lauderdale, Greensboro,
Jackson, Jacksonville,
Little Rock, Nashville,
New Orleans

Internal Revenue Service
EP/EO Division
P.O. Box 941
Atlanta, GA 30370

Anchorage, Boise, Las
Vegas, Los Angeles,
Honolulu, Portland,
Laguna Niguel, San
Jose, Seattle

Internal Revenue Service
EO Application Receiving
Room 5127, P. O. Box 486
Los Angeles, CA 90053-0486

Sacramento,
San Francisco

Internal Revenue Service
EO Application Receiving
Stop SF 4446
P. O. Box 36001
San Francisco, CA 94102

Aberdeen, Chicago, Des
Moines, Fargo, Helena,
Milwaukee, Omaha,
St. Louis, St. Paul,
Springfield

Internal Revenue Service
EP/EO Division
230 S. Dearborn DPN 20-5
Chicago, IL 60604

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ch Check or M

Hubbard College of Administration International

3540 Wilshire Blvd., Suite 811, Los Angeles, CA 90010 • Phone: (213) 380-6303 Fax: (213) 380-6307

Internal Revenue Service
Exempt Organizations Divisions
Internal Revenue Service
1111 Constitution Avenue, N.W.
Washington D.c. 20224

September 3, 1993

Re: Hubbard College of Administration
EIN: 95-4302671
Request for Group Exemption Under Section 501(c)(3)

Dear Sir:

I am providing you with the following information and materials in support of the accompanying request for a group exemption letter under Code Section 501(c)(3) for the Hubbard College of Administration (the "College") as the central organization and subordinate organizations identified on the list attached as Exhibit A (the "Subordinate Organizations").

This information is being supplied pursuant to the requirements of section 5 of Revenue Procedure 80-27, 1980-1 c.B. 677 and corresponds to the subsection lettering of section 5.

Section 5.01. The College's principal office is located in Los Angeles, California. The College is under the jurisdiction of the Los Angeles, California Key District Director. However, pursuant to the Service's request, this application is being filed directly with the National Office so it can be considered concurrently with applications by a number of organizations associated with or related to the Church of Scientology at the National Office.

Section 5.02. The College's Employer Identification Number is 95-4302671. The College's form 1023 application for exemption is being considered concurrently with this group exemption request and it is understood that the granting of this request is conditional upon the granting of the College's 1023 application.

Section 5.031 (a). The College and the Subordinate Organizations to be covered by the College's group exemption letter have the relationship described in section 4.02 of Revenue Procedure 80-27 for the following reasons:

HUBBARD • a trademark and service mark owned by RTC and used with its permission.

(1) The Subordinate Organizations are affiliated with the College in that they share the same name and the common goal and purpose of educating the public, particularly the business community on the theories and techniques of organizational administrative management based on principles developed by L. Ron Hubbard (the "administrative technology") and work closely together to achieve these goals. Each Subordinate Organization is licensed by the College to use and do use certain marks associated with the works of L. Ron Hubbard on the subject of organizational administration. A representative copy of the agreement the College has entered into with each Subordinate Organization is attached as Exhibit B.

(2) Pursuant to its license agreement, the College monitors each Subordinate Organization to ensure that its educational activities comport with the College's standards under the license. The College develops the curriculum and general program of activities that each Subordinate Organization undertakes. The College also coordinates the activities of each Subordinate Organization with the activities of other local colleges located around the country and the world.

The College has implemented a procedure to strictly control the formation of Subordinate Organizations. Under this procedure individual Scientologists now must apply to the College to form a local college. If they qualify, they are issued a temporary license for their organization to use the marks as a "Forming College," with the agreement that the organization will incorporate as a nonprofit organization within 60 days based on model organizational documents supplied by the College, copies of the model articles of incorporation and bylaws and the temporary license are attached as Exhibits C, D, and E, respectively. If the Forming College is still operating at the end of the 60-day period and has complied with the College's standards, it is allowed to receive the permanent license to use the marks, which is attached as Exhibit B.

All Subordinate Organizations to be included under the College's group tax-exempt status in the future also will share common names, purposes, goals and activities with the College and have their activities coordinated by the College.

(3) Each Subordinate Organization is exempt under section 501(c)(3) of the Code because each is organized and operated exclusively for charitable and educational purposes.

As described in detail below, all the activities of each Subordinate Organization exclusively further its charitable and educational purposes.

(4) None of the Subordinate Organizations are private foundations because all are organizations described in

Each Subordinate Organization maintains a regular faculty and curriculum and has a regularly enrolled body of pupils or students in attendance on a standard schedule of study daily.

At present, the primary activity conducted by the Subordinate Organizations is that of conducting a school in organizational administrative management. Although the Subordinate Organizations offer their courses to any interested individual, they emphasize courses for individuals who wish to serve as educators or business consultants in organizational administration. Such individuals utilize what they learn in teaching or consulting others and thus further the College's purpose of educating a segment of the general public.

In the future, the Subordinate Organizations plan to offer seminars and workshops on specific aspects of Mr. Hubbard's administrative technology. The Subordinate Organizations also plan to conduct more intensive workshops for individuals and groups interested in the application of a specific principle or technique.

The principle source of receipts for the Subordinate Organizations is tuition for their educational program that they receive from their students. The Subordinate Organizations' expenditures consist of operating expenses such as rent, salaries, mail costs, and purchase of educational materials, in addition, the Subordinate Organizations provide the College ten percent of their income derived from use of the marks both in consideration for use of the marks and as a way of providing financial support for the College's overall program of educational activities.

Section 5.031(d). I affirm that, to the best of my knowledge and belief, the purposes and activities of Subordinate Organizations are as set forth in paragraphs 5.031(b) and (c) above.

Section 5.031(e). Each Subordinate Organization has furnished the College with written authorization to include it in this application for a group exemption letter. Such authorization was signed by a duly-authorized officer of the particular Subordinate Organization and will be retained by the College while the group exemption is in effect.

Section 5.031(f). The Internal Revenue Service has not issued a ruling or determination letter relating to the exemption of any of the Subordinate Organizations.

Section 5.031(g). I affirm that, to the best of my knowledge and belief, none of the Subordinate Organizations are private foundations as defined in section 509(a) of the Code.

Section 5.031(h). The Subordinate Organizations do not discriminate on the basis of race, color, ethnic or national origin. A Schedule B from IRS Form 1023 and attached exhibits thereto for each of the Subordinate Organizations is attached as Exhibits F and G.

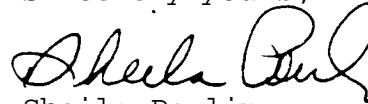
Section 5.032. The names and addresses of the Subordinate Organizations initially to be included in the College's group exemption letter are included on the list attached as Exhibit A.

Section 5.04. The College has an Employer Identification Number (95-4302671) and is not required to submit a Form SS-4.

Section 5.05. The Subordinate Organizations have Employer Identification Numbers and therefore are not required to submit a Form SS-4.

Thank you for your assistance in the College's group exemption application. We look forward to a favorable ruling on our request in the near future.

Sincerely yours,



Sheila Poulin
President
Hubbard College of
Administration

EXHIBIT A

HUBBARD COLLEGE OF ADMINISTRATION

SUBLICENSE AGREEMENT

(Educational Services)

This Agreement is made this _____ day of _____, 19__ by and between:

HUBBARD COLLEGE OF ADMINISTRATION, a California non-profit public benefit corporation having an office at 3540 Wilshire Boulevard, Suite 810, Los Angeles, California 90010 (hereinafter referred to as "HCA") AND

HUBBARD COLLEGE OF ADMINISTRATION OF _____, a non-profit corporation having an office at _____ (hereinafter referred to as "COLLEGE").

RECITALS

A. WORLD INSTITUTE OF SCIENTOLOGY ENTERPRISES ("WISE") is a nonprofit religious corporation one of whose purposes is the uniting of businesses, professional individuals and organizations of all kinds that use the technology discovered, developed and refined by L. Ron Hubbard (LRH) for administrative, business and improvement purposes ("LRH administrative technology").

B. LRH originated and used, both personally and through licensees operating under his supervision, service marks and trademarks for goods and services relating to the religion of Scientology and the organizations and operations thereof, including the marks that are described on Exhibit "A" attached hereto and by this reference made a part hereof ("Marks"). LRH assigned the Marks and all registrations and applications for registration thereof to Religious Technology Center, a California nonprofit religious corporation ("RTC"), for use and licensing by RTC in connection with the religion of Scientology but reserved certain rights to license and contract with others to make appropriate use of the Marks in connection with administrative technology services based upon the secular application of the technology of LRH in non-religious fields.

C. Norman F. Starkey, Trustee of Author's Family-Trust, as successor in interest to LRH ("Trustee") has granted exclusive licenses for the publication of certain literary works of LRH by New Era Publications International ApS ("NEPI") and Bridge Publications, Inc. ("BPI") for their respective areas of operation, and the Trustee has granted to WISE a license for itself and its members for the publication of collective and derivative works of and from the literary works of LRH as described in Exhibit "B" attached hereto and by this reference made a part hereof ("Works"), and for appropriate use of the marks and the Works in connection with LRH administrative technology, with the consent of NEPI and BPI.

D. HCA has been established to operate exclusively for the purpose of providing education in the administrative technology discovered, developed and refined by LRH, both directly and through affiliated colleges located throughout the world. HCA has obtained from WISE a special license under the rights that have been granted to WISE so that HCA may accomplish its educational objectives.

E. COLLEGE has been organized to operate exclusively for educational purposes as described in Section 501(c)(3) of the Internal Revenue Code, to operate as a local college under the supervision of HCA and wishes to obtain from HCA a special license under the rights granted to HCA so that COLLEGE may provide education in LRH administrative technology.

F. HCA is willing to extend such a license to COLLEGE pursuant to the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein by this reference, and of the mutual covenants and conditions contained herein, the parties agree as follows:

1. Grant of Rights.

a. Educational Services. HCA hereby grants to COLLEGE the non-exclusive right and license to use the Marks and the Works in connection with services that relate to LRH administrative technology that are educational as defined in Section 501(c)(3) of the Internal Revenue Code.

b. LRH Name. LRH used his name, initials and parts thereof as marks, and reserved all rights of an individual to continue using his name, initials and parts thereof in reference to himself and his works. The grant in Paragraph 1.a includes the right to use HUBBARD as part of the name of COLLEGE in connection with the educational services of

COLLEGE and in the advertising and promotion of those services by COLLEGE and the right to use his name in an authorized manner in reference to LRH and his works, but does not include the right to apply his name, initials or parts thereof to any other product, service or material as an indication of source, authorship or sponsorship.

c. Limitations On Services. The grants in Paragraphs 1.a and 1.b are limited to the use of the Marks and the Works in connection with educational services relating to LRH administrative technology and do not include the right to use the Marks or the Works in connection with services of other kinds, such as business consulting services or religious services.

d. Sublicenses. COLLEGE shall have no right to grant sublicenses of any kind under the rights granted to COLLEGE by this agreement.

2. Control and Supervision.

a. Quality Control. HCA, WISE, the Trustee and RTC, to the extent required of a trademark owner, reserve the right to control the quality and nature of the following:

(1) All materials produced by COLLEGE which display or otherwise utilize the Marks;

(2) All materials based upon or using the Works;
and

(3) All services rendered by COLLEGE under the Marks.

Without limiting the generality of the foregoing, this right of control includes:

(1) The right of HCA, WISE and the Trustee to inspect and approve, before publication, the nature, content and quality of all materials to be associated in any way with any of the Marks, or with the name or initials of LRH, or parts thereof, and to reject any materials deemed to be unsuitable or inappropriate; and

(2) The right to inspect and approve, before publication, all advertising and promotional materials relating to any materials or services to be associated in any way with any of the Marks, or with the name or initials of LRH, or parts thereof, and to reject or rewrite any advertising or promotional materials deemed to be unsuitable or inappropriate.

(3) The right to prescribe standards and

specifications for all materials bearing any of the Marks, and all services to be associated with the Marks, and guidelines for the manner of use and display of the Marks. Until such time as WISE issues new standards and guidelines, those presently in existence shall remain in full force and effect.

(4) The right, at reasonable times, to inspect all premises where COLLEGE produces materials bearing any of the Marks.

(5) The Trustee reserves the right of prior approval regarding all advertising and promotional materials using or based on the Works, and reserves the right to impose restrictions and conditions.

c. Review of Materials. Before introducing any new material bearing any of the Marks, COLLEGE shall submit three (3) specimens of such material to HCA, showing the Marks as they are to be used, for approval. Upon request (but not more than once during any three (3)-month period), COLLEGE shall furnish to HCA at least three (3) samples of all materials on which an of the Marks is in use.

3. Consideration.

a. COLLEGE acknowledges that HCA exists to further the educational purpose of bettering society by educating members of the general public in the administrative technology of L. Ron Hubbard and not for any commercial purpose. COLLEGE further acknowledges the burden of expenses placed on HCA connected with carrying out this objective such as preparation of an appropriate curriculum and course materials and activities to make the administrative technology broadly known. Accordingly, COLLEGE agrees to pay to HCA weekly ten percent (10%) of its income from the use of the Marks and the Works as consideration for the grant made herein.

b. The only other consideration required from COLLEGE for the grants made in this Sublicense Agreement is the full and faithful performance of the obligations of this Sublicense Agreement and the use of its best efforts and due diligence in promoting and providing educational services relating to LRH administrative technology.

c. This License Agreement does not grant to COLLEGE any rights to make or publish compilations or derivative works of and from the Works. A separate license is required for such rights.

4. Accountings and Payments

COLLEGE shall keep and maintain accurate books and records pertaining to all income received from COLLEGE'S use of the Marks and Works under this agreement. HCA shall have the right to examine COLLEGE'S books and records at reasonable intervals during COLLEGE'S normal hours of operation, for the purpose of verifying the statements and payments of COLLEGE.

COLLEGE shall prepare and submit to HCA statements showing all income received by COLLEGE from use of the Marks and the Works during the preceding calendar quarter, for each calendar quarter during this Agreement, as follows:

From January 1 to March 31;

From April 1 to June 30;

From July 1 to September 30; and

From October 1 to December 31.

COLLEGE shall mail each statement to HCA within forty-five (45) days after the last day of the calendar quarter, and shall include in the statement identification of each transaction from which income was received and the amounts of fees charged and collected for that transaction.

c. With each quarterly statement, COLLEGE shall pay to HCA any amount shown by the statement to be due to HCA for the calendar quarter covered by the statement.

5. Enforcement of Trademarks and Copyrights.

a. Unauthorized or Improper Use. COLLEGE shall inform HCA promptly with respect to any unauthorized or improper use of the Marks or Works that comes to the attention of COLLEGE. COLLEGE shall not take any legal action to enforce any rights in any of the Marks or the Works.

b. Trademark Enforcement. COLLEGE shall have no rights to take any legal action based upon the Marks, and shall have no rights to any proceeds of any legal action.

c. Action by Trustee, NEPI or BPI. In the event that the Trustee, NEPI or BPI decides to take any enforcement action with respect to unauthorized or improper use of the copyrights, COLLEGE shall cooperate fully with the Trustee, NEPI or BPI in all such actions. COLLEGE shall have no right to any proceeds of such enforcement actions.

6. Proper Use of Trademarks and Copyrights.

a. Proper Use. COLLEGE acknowledges COLLEGE'S full responsibility for the proper use of the Marks and copyrights that are licensed under this Agreement, and for the materials produced and educational services rendered pursuant to this Agreement, and covenants that neither COLLEGE nor any of COLLEGE'S agents, employees or affiliates will make any claim against HCA, WISE, the Trustee, RTC or any person employed by or affiliated with any of the foregoing. COLLEGE shall indemnify HCA, WISE, the Trustee and RTC, and their respective agents, officers, directors, employees, representatives, successors, assigns and affiliates, and hold them harmless from and against all costs, liabilities, claims and actions of any kind, including attorneys' fees and court costs, which arise from or relate to any activity of COLLEGE under this Agreement. All such claims and actions shall be defended at the expense of COLLEGE through legal counsel acceptable to HCA, WISE, the Trustee and RTC.

b. Disclaimer. COLLEGE shall include in all published works and other materials based upon or using the Works an appropriate disclaimer, in a form approved by HCA and WISE, unless use of a disclaimer has been waived by the Trustee.

7. Ownership.

COLLEGE acknowledges and agrees that all of the Marks are owned by RTC (subject to a reservation of rights) and that all of the Works are owned by the Trustee; and that all uses of the Marks by COLLEGE shall support the ownership of the Marks by RTC as if those uses were made directly by RTC.

8. Best Efforts.

COLLEGE acknowledges and agrees that, in accepting the grant of rights made hereunder, COLLEGE is undertaking an important responsibility and will use COLLEGE'S best efforts, due diligence, and the highest standards of practices in fulfilling this responsibility.

9. Term.

The term of this Agreement shall commence as of the date hereof and shall continue until the end of the first full calendar year after that date. Thereafter, this Agreement shall be renewed automatically and indefinitely for additional and successive one (1)-year terms, unless one of the parties gives written notice of non-renewal during the thirty (30) day period preceding the end of any term or unless sooner terminated in a manner provided herein.

10. Default and Termination.

a. Automatic Termination. COLLEGE shall be a member in good standing as verified by the Board of Directors of WISE.

b. Optional Termination. HCA, WISE, RTC or the Trustee may terminate this Agreement upon the occurrence of any of the following:

(1) If COLLEGE attempts to assign or terminate this Agreement, or substantially abandons its use of the rights that are licensed under this Agreement; and

(2) If COLLEGE materially breaches any obligation under this Agreement, including failure to satisfy its best efforts obligations under Paragraph 7 above or failure to operate exclusively for educational purposes as described in Section 501(c)(3) of the Internal Revenue Code. HCA may give COLLEGE thirty (30) days' written notice of such breach, specifying in the notice the nature of the breach, and stating HCA's intent to terminate at the end of the thirty (30)-day period, unless the breach has been corrected in the interim. In the event that the breach has not been substantially corrected at the end of the thirty (30)-day period, HCA may declare the license to have been terminated, in whole or in specified part; and

(3) If the rights of HCA under this agreement are terminated, WISE, RTC and the Trustee may terminate this Agreement by giving notice of such termination.

c. RTC's Right to Terminate. In the event of any misuse of any of the Marks, RTC may terminate the license immediately as to the Marks misused, subject to reinstatement after correction of the misuse.

11. Consequence of Termination.

Upon termination of the license herein granted for any reason, COLLEGE shall immediately discontinue all licensed activities under this License Agreement, including rendering educational services under the Marks; production and procurement of materials bearing the Marks; and making and publishing advertising and promotional materials based upon or using the Works as to which the license has been terminated, and thereafter shall refrain from all future use of the Marks, and from all use of colorable imitations and confusingly similar marks, and from all publishing of advertising and promotional materials based upon or using the Works.

12. Registrations and Recordings.

Upon the request of RTC, COLLEGE shall execute and

deliver to RTC any license agreements,, registered user agreements, and other documents that RTC deems necessary or desirable for the purpose of registering or recording the right of COLLEGE to use the Marks in any country. COLLEGE shall assign to RTC, or cancel (at RTC's option) any registrations or agreements of COLLEGE that are in conflict with RTC's ownership of the Marks.

13. Lack of Agency.

Neither party shall be deemed the agent, joint venturer, or partner of the other, or of the others' representatives, successors, heirs or assigns, or of the Trustee or RTC, and neither shall have the authority to act on behalf of the other, or for the Trustee or RTC, in any matter, including acceptance of service of process.

14. Governing Law.

This Agreement shall be governed in all respects according to the internal laws and judicial decisions of the State of California.

15. Non-Assignability and Binding Effect.

This Agreement is personal to COLLEGE and shall not be assignable or otherwise transferable by COLLEGE without the prior written approval of HCA. In the event of any attempted assignment or transfer by COLLEGE of its rights under this Agreement, whether voluntarily or involuntarily, all the rights that have been granted to COLLEGE with respect to the Marks and the Works under this Agreement shall immediately terminate. This Agreement shall be binding on the parties and upon their respective heirs, administrators and successors.

16. Arbitration.

HCA and COLLEGE agree that any controversy or dispute which arises out of or relates to this Agreement, including, without limitation, the adequacy or performance by COLLEGE and of any demands made by HCA which cannot be settled by informal means or through the aid of a third party arbitrator mutually acceptable to the parties and through procedures mutually acceptable to the parties, shall be settled through arbitration held in Los Angeles or at such other location as HCA may choose. If the parties are unable to settle the matter through informal means, then either party may demand arbitration by serving upon the other party a written demand for arbitration containing the name of an arbitrator to participate in the proceedings. Within ten (10) days after receipt of such notice, the party upon whom demand was served shall select an arbitrator. The two arbitrators shall select

a third arbitrator. The decision in writing of the arbitrator or a majority of the arbitrators appointed by the parties shall be final and conclusive as to all parties to the dispute. Should any party fail or refuse to appear or participate in an arbitration proceeding, the arbitrator or arbitrators so appointed may decide the dispute on the evidence presented in the arbitration proceeding by the other party or parties to this dispute. The arbitrator or arbitrators shall have the power to award to any party or parties to the dispute any sums for costs, expenses, and attorneys' fees that the arbitrator or arbitrators may deem proper. Judgment may be entered on the award in any court of competent jurisdiction. Arbitration shall not be required with respect to any matter in connection with which injunctive relief or specific performance is sought by all or any of the parties hereto.

Each arbitrator shall be a member of the Sea Org and well versed in the Scientology ethics and justice system.

17. No Waiver.

This Agreement constitutes the complete understanding of the parties and no waiver or modification of any provisions shall be valid unless in writing, signed by HCA and COLLEGE and, if appropriate, approved by WISE, RTC, or the Trustee. The waiver of a breach or of a default under any provision hereof shall not be deemed a waiver of any subsequent breach or default.

18. Notice.

Any notice required to be sent hereunder shall be sent by first-class mail, postage prepaid, return receipt requested, to HCA or COLLEGE at the address given in the Preamble of this Agreement, which address may be changed by either of them by written notice to the other. Any such notice deposited in the mail shall be conclusively deemed delivered to and received by the addressee ten (10) days after deposit in the mail, if all of the foregoing conditions of notice shall have been satisfied.

19. Headings.

The headings and captions of the various paragraphs are for convenience only, and they shall not limit, expand or otherwise affect the construction or interpretation of this Agreement.

20. Entire Agreement.

This Agreement supersedes and replaces all other previous agreements between the parties hereto regarding the

subject matter of this Agreement and may not be amended except in writing signed by both parties hereto.

21. Severability.

Each and every provision of this Agreement is severable from any and all other provisions of this Agreement. Should any provision or provisions of this Agreement be, for any reason, unenforceable, the balance shall nonetheless be of full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

HUBBARD COLLEGE OF
ADMINISTRATION
(HCA)

By _____

By _____

HUBBARD COLLEGE OF ADMINISTRATION
OF _____
(COLLEGE)

By _____

By _____

ARTICLES OF INCORPORATION

OF

HUBBARD COLLEGE OF ADMINISTRATION OF _____

ARTICLE ONE

Name of the Corporation

The name of the corporation shall be HUBBARD COLLEGE OF ADMINISTRATION OF _____.

ARTICLE TWO

Duration of the Corporation

The period of the Corporation's duration is perpetual.

ARTICLE THREE

Purpose of the Corporation

The corporation is a nonprofit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Corporation Law for charitable purposes. specifically, -the corporation is organized to operate exclusively for charitable purposes by instructing the publics on subjects useful to the individual and beneficial to the community.

ARTICLE FOUR

Limitations on the Corporation's Powers

At all times, and notwithstanding merger, consolidation, reorganization, termination, dissolution, or winding up of the Corporation (voluntary or involuntary or by operation of law), or any other provisions hereof:

A. The Corporation shall not possess or exercise any power or authority, whether expressly, by interpretation or by operation of law, that would pose a substantial risk of preventing it at any time from qualifying and continuing to qualify as a corporation described in section 501(c)(3) of the Internal Revenue Code of 1986 (hereinafter referred to as the "Code"), contributions to which are deductible for federal income tax purposes, nor shall the Corporation engage

directly or indirectly in any activity that would pose a substantial risk of causing the loss of such qualification under section 501(c)(3) of the Code.

B. At no time shall the Corporation engage in any activities that are unlawful under the law of the United States, the State of _____ or any other jurisdiction where any of its activities are carried on.

C. No part of the assets or net earnings of the Corporation shall ever be used, nor shall the Corporation ever be organized or operated, for purposes that are not exclusively charitable or educational within the meaning of section 501(c)(3) of the Code.

D. The Corporation shall never be operated for the primary purpose of carrying on a trade or business for profit.

E. The Corporation shall not carry on propaganda or otherwise attempt to influence legislation to an extent that would disqualify it for tax exemption under section 501(c)(3) of the Code by reason of attempting to influence legislation. Nor shall the Corporation, directly or indirectly, participate in or intervene in (including the publishing or distributing of statements) any political campaign on behalf of or in opposition to any candidate for public office.

F. No solicitation of contributions to the Corporation shall be made, and no gift, bequest, or devise to the Corporation shall be accepted, upon any condition or limitation that would pose a substantial risk of causing the Corporation to lose its federal income tax exemption.

G. Pursuant to the prohibition contained in section 501(c)(3) of the Code, no part of the net earnings, current or accumulated, of the Corporation shall ever inure to the benefit of any private individual.

H. All references contained in these Articles to the Internal Revenue Code of 1986, or to "the Code," shall be deemed to refer to the Internal Revenue Code of 1986, and the Regulations established thereto, as they now exist or as they may hereafter be amended. Any reference contained in these Articles to a specific section or chapter of the Code shall be deemed to refer to such section or chapter and the Regulations established pursuant thereto as they may now exist or as they may hereafter be amended, and to any corresponding provision of any future United States Internal Revenue law and any Regulations established pursuant thereto.

ARTICLE FIVE

Disposition of the Corporation's Assets on Dissolution

Upon the termination, dissolution, or winding up of the Corporation in any manner or for any reason, voluntary or involuntary, its assets, if any, remaining after the payment or provision for payment of all liabilities of the Corporation shall be distributed to, and only to, one or more organizations described in section 501(c)(3) of the Code organized and operated exclusively for charitable and educational purposes.

ARTICLE SIX

Initial Agent for Service of Process

The name and address in this state of the corporation's initial agent for service of process is

IN WITNESS WHEREOF, I have subscribed these Articles of Incorporation in duplicate on this _____ day of _____ 199__.

Incorporator

BYLAWS

OF

HUBBARD COLLEGE OF ADMINISTRATION OF _____

Article I

Name

The name of the Corporation is HUBBARD COLLEGE OF ADMINISTRATION OF _____ (the "Corporation").

Article II

Offices and Registered Agent

Section 1. Offices. The Corporation shall maintain continuously in [give state] a registered office at such place as may be designated by the Board of Directors. The principal office of the Corporation and such other offices as it may establish shall be located at such place(s), either within or without [give state], as may be designated by the Board of Directors.

Section 2. Agent. The Corporation shall continuously maintain within [give state] a registered agent, who shall be designated by the Board of Directors.

Article III

Members

Section 1, Eligibility. The Corporation shall not have members.

Article IV

Board of Directors

Section 1, General Powers and Duties, The affairs and property of the Corporation shall be managed, controlled and directed by a Board of Directors. The Board of Directors shall have, and may exercise, any and all powers

provided a Board of Directors in the rgive statel
Nonprofit Corporation Act that are necessary or convenient
to carry out the purposes of the Corporation.

Section 2. Composition of the Board
of Directors.

A. The number of Directors constituting the Board of Directors shall be fixed by resolution of the Board of Directors but shall not be less than three nor more than twelve.

B. The term of a Director shall be two years. The term of a Director also shall expire by his or her death, resignation, or removal in accordance with these Bylaws.

C. Any vacancy in the Board of Directors, including a vacancy caused by the expiration of a Director's term or by an increase in the number of Directors comprising the Board, shall be filled by the affirmative vote of a majority of the total number of Directors in office.

D. A Director may resign at any time by giving notice thereof to the President.

E. A Director may be removed, with or without cause, by a two-thirds' vote of the other Directors in office.

Section 3. Meetings of the Board
of Directors.

A. Meetings of the Board of Directors shall be held at least one time each year. Special meetings shall be called at the discretion of the President or at the request of one-third of the Directors in office. The last meeting of the Board of Directors in each fiscal year shall constitute its annual meeting.

B. The time and place of all meetings of the Board of Directors shall be designated by the President. The meetings may be held within or without the District of Columbia.

C. At least ten days' notice shall be given to each Director of a regular meeting of the Board of Directors. A special meeting of the Board may be held upon notice of five days. Notice of a meeting of the Board of Directors shall specify the date, time and place of meeting but, except as provided in Article VIII of these Bylaws, need not specify the purpose for the meeting or the business to be conducted. Notice must be either delivered personally to each Director or mailed (including the sending of a telegram) to his or her business address.

D. A Director may waive notice of any regular or

special meeting of the Board of Directors by written statement filed with the Board, or by oral statement at any such meeting. Attendance at a meeting of the Board also shall constitute a waiver of notice unless the Director states that he or she is attending for the purpose of objecting to the conduct of business on the ground the meeting was not lawfully called or convened.

E. One-third of the number of Directors fixed pursuant to these Bylaws shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, except that if a quorum is not present at a meeting, a majority of the Directors present may adjourn the meeting to another time without further notice.

F. Except as otherwise provided by law, the Articles of Incorporation or these Bylaws, all matters before the Board of Directors shall be decided by a majority vote of the Directors present at a meeting at which a quorum exists.

G. Any or all Directors may participate in a meeting of the Board or a committee of the Board by means of a conference telephone or by means of communication by which all persons participating in the meeting are able to hear one another, and such participation shall constitute presence in person at the meeting.

H. Any action required or permitted to be taken at any meeting of the Board of Directors may be taken without a meeting if the text of the resolution or matter agreed upon is sent to all the Directors in office and all the Directors in office consent to such action in writing, setting forth the action taken. Such written consent shall have the same force and effect as a vote of the Board of Directors at a meeting and may be described as such in any document executed by the Corporation.

Article V

Officers

Section 1. The Officers of the Corporation shall be a President, a Secretary, a Treasurer, and such other officers as the Board of Directors may authorize, including a Vice President and an Assistant Treasurer. Officers may, but need not be Directors. Officers shall be chosen by the Board of Directors at the regular annual meeting of the Board. Any two or more offices may be held by the same person, except the offices of President and Secretary.

Section 2. Terms. All Officers shall hold their offices for such terms, and shall exercise such powers, perform such other duties and receive such compensation as shall be determined from time to time by the Board of

Directors.

Section 3. Removal and Vacancy. Officers shall hold office until their successors are chosen and qualified. Any Officer may be removed at any time by a majority of the Directors in office. A vacancy occurring in any office of the Corporation may be filled by the Board of Directors.

Section 4. Corporate Instruments. The President, Secretary, Treasurer and such other Officers as may be authorized by the Board of Directors may enter into and execute on behalf of the Corporation contracts, leases, debt obligations and all other forms of agreements or instruments, whether under seal or otherwise, permitted by law, the Articles of Incorporation and these Bylaws; except where such documents are required by law to be otherwise signed and executed or where the signing and execution thereof shall be exclusively delegated to some other Officer or agent of the Corporation.

Section 5. General Duties. The duties and powers of the Officers shall be as provided in or pursuant to these Bylaws or (except to the extent they are inconsistent with these Bylaws or with any provision made pursuant hereto) shall be those customarily exercised by corporate officers holding such offices.

Section 6. The President. The President shall be the executive director and chief operating officer of the Corporation and, subject to the control of the Board of Directors, shall perform all duties customary to that office in accordance with any policies and directives approved by the Board of Directors. The President shall serve as the presiding officer at any meeting of the Board of Directors and Executive Committee at which he or she is present. The President shall have the power to change the registered agent and registered office of the Corporation.

Section 7. The Vice President. In the absence of the President, the Vice President, if the office is authorized, shall serve as the presiding officer at any meeting of the Board of Directors and the Executive Committee. The Vice President shall perform all duties customary to that office and in addition thereto, such further duties as may be designated by the Board of Directors.

Section 8. The Secretary. The Secretary shall be responsible for keeping accurate records of the proceedings of all meetings of the Board of Directors and such other actions of the Corporation as the Board of Directors shall direct. The Secretary shall give or cause to be given all notices in accordance with these Bylaws or as required by law and, in general, perform all duties customary to the office of secretary. The Secretary shall have custody of

the corporate seal of the Corporation and he or she, or some designated assistant, shall have authority to affix the same to any instrument requiring it and, when so affixed, it may be attested by the signature of the Secretary or such assistant secretary. The Board of Directors may give authority to any Officer to affix the seal of the Corporation and to attest the affixing by his or her signature.

Section 9. The Treasurer and Assistant Treasurer.

A. The Treasurer, and in the Treasurer's absence the Assistant Treasurer, if the office is authorized, shall perform all duties customary to that office, shall have the custody of and be responsible for all corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in the books of the Corporation. The Treasurer shall deposit or cause to be deposited all monies or other valuable effects in the name of the corporation in such depositories as shall be selected by the Board of Directors.

B. The Treasurer, and in the Treasurer's absence the Assistant Treasurer, shall disburse the funds of the Corporation as may be ordered by the Board of Directors, or its delegate, taking proper vouchers for such disbursements, and shall render an account of all his or her transactions as Treasurer and of the financial condition of the Corporation to the President and the Board of Directors at its regular meetings or when the Board of Directors so requires.

Article VI

Indemnification

Section 1. General. The Corporation does indemnify to the maximum extent legally permissible, each Director or Officer or former Director or Officer of the Corporation against expenses (including attorneys' fees), judgments and fines actually and necessarily incurred by him or her in connection with or arising out of any threatened, pending or completed claim, action, proceeding or matter of whatever nature, whether civil, criminal, legislative, administrative or investigative, in which he or she may be involved as a party or otherwise by reason of being or having been such Director or Officer.

Section 2. Costs of Settlement. This indemnification includes amounts paid or incurred in connection with reasonable settlements if made with a view to curtailment of costs of litigation.

Section 3. Negligent Acts. Subject to the

provisions of Section 5 of this Bylaw, this indemnification includes amounts paid or incurred in connection with acts of negligence, whether liability on the part of such Director or Officer exists as to the Corporation, its Directors, Officers, agents, employees or creditors, or as to third parties.

Section 4. criminal Action. This indemnification also extends to any criminal action, suit, investigation or proceeding, provided that the same shall be dismissed against such Director or Officer or he or she shall have been found not guilty. Such indemnification likewise extends to a criminal action, suit, investigation or proceeding that is terminated by a plea of nolo contendere, or its equivalent, to a charge of misdemeanor, provided that the conduct complained of on the part of the Director or Officer was taken in good faith and with the belief that it was in the best interest of the Corporation and on the reasonable assumption of its legality.

Section 5. Gross Negligence. No such reimbursement or indemnification shall relate to any expense incurred in connection with any matter as to which such Director or Officer has been adjudged to be liable for gross negligence or misconduct in the performance of his or her duty to the Corporation exclusive of issues or matters not related to the conduct on which judgment was based, unless and only to the extent that the court in which such action or suit was brought shall determine that despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnification for those expenses that the court shall deem proper.

Section 6. Nonexclusive Remedy. Any indemnification provided pursuant to this Bylaw shall not be deemed exclusive of any other rights to which such Director or Officer may be entitled under any law, agreement, vote of the Board of Directors, or otherwise.

Section 7. Severable Provisions. Every provision of this Bylaw is intended to be severable, and if any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Bylaw.

Article VII

Statement of Nondiscriminatory Policy as to Students

Section 1. General. The HUBBARD COLLEGE OF ADMINISTRATION OF _____ admits students of any race, color, national and ethnic origin to all the rights, privileges, programs, and activities generally accorded or

made available to students at the school. It does not discriminate on the basis of race, color, national and ethnic origin in administration of its educational policies, admissions policies, scholarship and loan programs, and athletic and other school-administered programs.

Article VIII

Amendments

Section 1. General. These Bylaws may be altered, amended or repealed, or new Bylaws may be adopted, at any meeting of the Board of Directors, by a vote of a majority of the Directors in office, if at least thirty days' written notice is given of the intention to take such action at such meeting.

CERTIFICATION

We, the undersigned, do hereby certify:

1. That we are the Directors of the HUBBARD COLLEGE OF ADMINISTRATION OF _____ (the "Corporation"), a nonprofit corporation incorporated under the laws of ["name of state"]; and

2. That the foregoing Bylaws, consisting of seven (7) pages constitute a complete and accurate copy of the Bylaws of the Corporation, as duly adopted by the Directors of the Corporation on the _____ day of _____ 199__.

3. That the foregoing Bylaws have not been modified and are in full force and effect as of the date of our execution of this Certificate.

Dated: _____

Dated: _____

Dated: _____

FORMING HUBBARD COLLEGE OF ADMINISTRATION LICENSE

THIS AGREEMENT is made this _____ day of _____, 199__, by and between:

HUBBARD COLLEGE OF ADMINISTRATION, a California non-profit public benefit corporation (hereinafter referred to as "HCA"); and

(Name)

(Address)

(hereinafter referred to as "Licensee").

RECITALS

A. WORLD INSTITUTE OF SCIENTOLOGY ENTERPRISES ("WISE") is a nonprofit religious corporation one of whose purposes is the uniting of businesses, professional individuals and organizations of all kinds that use the technology discovered, developed and refined by L. Ron Hubbard (LRH) for administrative, business and improvement purposes ("LRH administrative technology").

B. LRH originated and used, both personally and through licensees operating under his supervision, service marks and trademarks for goods and services relating to the religion of Scientology and the organizations and operations thereof (hereinafter "Marks"). LRH assigned the Marks and all registrations and applications for registration thereof to Religious Technology Center, a California nonprofit religious corporation ("RTC"), for use and licensing by RTC in connection with the religion of Scientology but reserved certain rights to license and contract with others to make appropriate use of the Marks in connection with administrative technology services based upon the secular application of the technology of LRH in non-religious fields.

C. Norman F. Starkey, Trustee of Author's Family Trust, as successor in interest to LRH ("Trustee") has granted exclusive licenses for the publication of certain literary works of LRH by New Era Publications International ApS ("NEPI") and Bridge Publications, Inc. ("BPI") for their respective areas of operation, and the Trustee has granted to WISE a license for itself and its members for the publication of collective and derivative works of and from the literary

works of LRH ("Works"), and for appropriate use of the Marks and the Works in connection with LRH administrative technology, with the consent of NEPI and BPI.

D. HCA has been established to operate exclusively for the purpose of providing education in the administrative technology discovered, developed and refined by LRH, both directly and through affiliated colleges located throughout the world. HCA has obtained from WISE a special license under the rights that have been granted to WISE so that HCA may accomplish its educational objectives.

E. LICENSEE intends to form a college to provide education in the administrative technology discovered, developed and refined by LRH, to be known as the HUBBARD COLLEGE OF ADMINISTRATION OF _____ (hereinafter referred to as the "COLLEGE") and to serve as a member of the initial Board of Directors of the COLLEGE, and has been determined by HCA to be qualified to form the COLLEGE.

F. LICENSEE intends that the COLLEGE shall be organized as a nonprofit corporation, that will be organized and operated exclusively for educational purposes as described in Section 501(c)(3) of the Internal Revenue Code.

G. HCA and LICENSEE intend that HCA and the COLLEGE shall enter into a license agreement in the form attached hereto as Exhibit A after incorporation of the COLLEGE, said form being hereinafter referred to as the "LICENSE AGREEMENT."

H. LICENSEE desires to form the COLLEGE and to commence the delivery of educational services prior to the incorporation of the COLLEGE and HCA desires to encourage the LICENSEE to do so.

NOW, THEREFORE, HCA and LICENSEE agree as follows:

1. The foregoing Recitals and the Recitals in the LICENSE AGREEMENT are acknowledged to be true and are hereby made a part of this Agreement.

2. LICENSEE covenants and agrees to form the COLLEGE, to serve on the initial Board of Directors and to comply with all requirements of the LICENSE AGREEMENT.

3. HCA grants to the LICENSEE for the benefit of the COLLEGE the right and license to use each and all of the Marks as defined and referred to in the LICENSE AGREEMENT in connection with educational services that relate to LRH administrative technology.

4. The LICENSEE covenants and agrees that all of the

activities conducted by the LICENSEE under this Agreement shall be for the sole benefit of the COLLEGE and not for the private benefit of the LICENSEE as an individual.

5. LICENSEE covenants and agrees that during the term of this Agreement:

a. LICENSEE will faithfully perform and observe all of the covenants and conditions which are stated in the LICENSE AGREEMENT and which are to be performed and observed by the COLLEGE; and

b. All of the provisions of paragraphs 1 through 8 and 11 through 21 of the LICENSE AGREEMENT shall apply to and be binding upon the LICENSEE each reference therein to the COLLEGE being construed as a reference to the LICENSEE acting for and on behalf of the COLLEGE.

c. LICENSEE will meet all of the requirements (except for payment of the membership fees) to be a corporate member of WISE.

6. LICENSEE covenants and agrees to proceed with due diligence to incorporate the COLLEGE as a non-profit corporation with Articles of Incorporation and Bylaws with the forms set forth in Exhibits B and C attached hereto, or in such other forms as HCA in its sole discretion shall have approved in writing prior to incorporation, and shall complete such incorporation within 60 days after the date of this Agreement.

7. HCA covenants and agrees that HCA will execute and deliver the LICENSE AGREEMENT promptly after the incorporation of the COLLEGE.

8. The LICENSEE covenants and agrees that the COLLEGE will execute and deliver the LICENSE AGREEMENT promptly after the incorporation of the COLLEGE.

9. The term of this Agreement shall begin on the date of this Agreement and shall end upon the first to occur of (1) the execution and delivery by HCA and the COLLEGE of the LICENSE AGREEMENT in accordance with paragraphs 7 and 8 of this Agreement and (2) any earlier termination of this Agreement pursuant to paragraph 10 below.

10. This Agreement shall be terminable by WISE or HCA without prior notice to or demand upon the LICENSEE if the LICENSEE shall fail to faithfully perform and observe all of the covenants and conditions which are stated in this Agreement and are to be performed and observed by the LICENSEE, or if the LICENSEE shall cease to meet the requirements for corporate membership in WISE, or if the COLLEGE shall not have been incorporated or shall not have

executed and delivered the LICENSE AGREEMENT within 60 days after the date of this Agreement.

11. Without limitation to the generality of paragraph 5.b above, LICENSEE agrees that if this Agreement is terminated pursuant to the preceding paragraph, LICENSEE shall immediately cease all use of each of the Marks as described and defined in the LICENSE AGREEMENT and shall forever refrain from further use of any of said Marks unless and until formally reinstated hereunder.

12. This Agreement is the only Agreement between HCA and LICENSEE, and replaces all and any prior agreements, whether written or oral.

HUBBARD COLLEGE OF ADMINISTRATION

BY _____
Its President

BY _____
Its Secretary

LICENSEE

Schedule B.—Schools, Colleges, and Universities

- 1 Does, or will, the organization normally have: (a) a regularly scheduled curriculum; (b) a regular faculty of qualified teachers; (c) a regularly enrolled body of students; and (d) facilities where its educational activities are regularly carried on? ☐ Yes ☐ No
If "No," do not complete the rest of this Schedule.
-
- 2 Is the organization an instrumentality of a State or political subdivision of a State? ☐ Yes ☒ No
If "Yes," document this in Part II and do not complete items 3 through 10 of this Schedule. (See instructions for Schedule B.)
-
- 3 Does or will the organization (or any department or division within it) discriminate in any way on the basis of race with respect to:
- | | | |
|--|------------------------------|--|
| a Admissions? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| b Use of facilities or exercise of student privileges? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| c Faculty or administrative staff? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| d Scholarship or loan programs? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
- If "Yes" for any of the above, explain.

-
- 4 Does the organization include a statement in its charter, bylaws, or other governing instrument, or in a resolution of its governing body, that it has a racially nondiscriminatory policy as to students? ☒ Yes ☐ No
Attach whatever corporate resolutions or other official statements the organization has made on this subject. See Bylaws, Exh. 3.
-
- 5a Has the organization made its racially nondiscriminatory policies known in a manner that brings the policies to the attention of all segments of the general community that it serves? ☒ Yes ☐ No
If "Yes," describe how these policies have been publicized and how often relevant notices or announcements have been made. If no newspaper or broadcast media notices have been used, explain.

See Page SCH-B1 attached and Exhibit L.

- b If applicable, attach clippings of any relevant newspaper notices or advertising, or copies of tapes or scripts used for media broadcasts. Also attach copies of brochures and catalogues dealing with student admissions, programs, and scholarships, as well as representative copies of all written advertising used as a means of informing prospective students of your program.

See Exhibit L and I.

-
- 6 Attach a numerical schedule showing the racial composition, as of the current academic year, and projected as far as may be feasible for the next academic year, of: (a) the student body, and (b) the faculty and administrative staff. See Exhibit M.
-
- 7 Attach a list showing the amount of any scholarship and loan funds awarded to students enrolled and the racial composition of the students who have received the awards. N/A

-
- 8a Attach a list of the organization's incorporators, founders, board members, and donors of land or buildings, whether individuals or organizations. See Exhibit N.

- b State whether any of the organizations listed in 8a have as an objective the maintenance of segregated public or private school education, and, if so, whether any of the individuals listed in 8a are officers or active members of such organizations. Exhibit N.

-
- 9a Indicate the public school district and county in which the organization is located.

Los Angeles County School District

-
- b Was the organization formed or substantially expanded at the time of public school desegregation in the above district or county? ☐ Yes ☒ No
-
- 10 Has the organization ever been determined by a State or Federal administrative agency or judicial body to be racially discriminatory? ☐ Yes ☒ No
If "Yes," attach a detailed explanation identifying the parties to the suit, the forum in which the case was heard, the cause of action, the holding in the case, and the citations (if any) for the case. Also describe in detail what changes in your operation, if any, have occurred since then.

For more information, see back of Schedule B.

Hubbard College of Administration
3540 Wilshire Boulevard, Suite 811
Los Angeles, California 90010
Form 1023

Page SCH-B1

Schedule B, Question 5a - Description of How Non-Discrimination Policy is Publicized

To date the College has published its non-discrimination policy twice, copies of which are attached as Exhibit L. The College will continue to publish its non-discrimination policy on an annual basis in the future. Representative copies of fliers on which the College has included references to its non-discrimination policy are attached as Exhibit I.

**HUBBARD COLLEGE OF ADMINISTRATION
RACIAL COMPOSITION**

Current enrollment of student body:

28 Caucasian
5 Hispanic
1 Dutch
1 Black
1 Phillipino
3 Middle-eastern

Staff:

3 Mexican
1 Puerto Rican
1 Phillipino
5 Caucasian

Incorporators, Board Members, and Donors of Land or Buildings

Incorporator

Sheila Poulin

Trustees

Bronwen Strub

Neva Seely

Donna Garrett

Directors

Sheila Poulin

Aida Fernandez

Bob Held

There are no donors or land and buildings to the College. None of the individuals listed above have as an objective the maintenance of segregated public or private school education or are officers or are active members of organizations that do.

Hubbard college of administration subordinate organizations

Hubbard College of Administration of Santa Clara Valley

Hubbard College of Administration of Florida, Inc.

Schedule B.—Schools, Colleges, and Universities

- 1 Does, or will, the organization normally have: (a) a regularly scheduled curriculum, (b) a regular faculty of qualified teachers, (c) a regularly enrolled body of students, and (d) facilities where its educational activities are regularly carried on? ☒ Yes ☐ No
- If "No," do not complete the rest of this Schedule.

- 2 Is the organization an instrumentality of a State or political subdivision of a State? ☐ Yes ☒ No
- If "Yes," document this in Part II and do not complete items 3 through 10 of this Schedule. (See instructions for Schedule B.)

- 3 Does or will the organization (or any department or division within it) discriminate in any way on the basis of race with respect to:
- a Admissions? ☐ Yes ☒ No
- b Use of facilities or exercise of student privileges? ☐ Yes ☒ No
- c Faculty or administrative staff? ☐ Yes ☒ No
- d Scholarship or loan programs? ☐ Yes ☒ No
- If "Yes" for any of the above, explain.

- 4 Does the organization include a statement in its charter, bylaws, or other governing instrument, or in a resolution of its governing body, that it has a racially nondiscriminatory policy as to students? ☒ Yes ☐ No
- Attach whatever corporate resolutions or other official statements the organization has made on this Resolution of the Board attached.

- 5a Has the organization made its racially nondiscriminatory policies known in a manner that brings the policies to the attention of all segments of the general community that it serves? ☒ Yes ☐ No
- If "Yes," describe how these policies have been publicized and how often relevant notices or announcements have been made. If no newspaper or broadcast media notices have been used, explain.

The non-discrimination policy has been published in a newspaper notice and is placed in our promotional materials. A copy of the newspaper notice and representative promotional materials are attached.

- b If applicable, attach clippings of any relevant newspaper notices or advertising, or copies of tapes or scripts used for media broadcasts. Also attach copies of brochures and catalogues dealing with student admissions, programs, and scholarships, as well as representative copies of all written advertising used as a means of informing prospective students of your programs. Copy attached.

- 6 Attach a numerical schedule showing the racial composition, as of the current academic year, and projected as far as may be feasible for the next academic year, of: (a) the student body, and (b) the faculty and administrative staff. See attached.

- 7 Attach a list showing the amount of any scholarship and loan funds awarded to students enrolled and the racial composition of the students who have received the awards. N/A

- 8a Attach a list of the organization's incorporators, founders, board members, and donors of land or buildings, whether individuals or organizations. See attached.

- b State whether any of the organizations listed in 8a have as an objective the maintenance of segregated public or private school education, and, if so, whether any of the individuals listed in 8a are officers or active members of such organizations. See attached;

- 9a Indicate the public school district and county in which the organization is located.

Campbell union high School District in Santa Clara County

- b Was the organization formed or substantially expanded at the time of public school desegregation in the above district or county? ☐ Yes ☒ No

- 10 Has the organization ever been determined by a State or Federal administrative agency or judicial body to be racially discriminatory? ☐ Yes ☒ No

If "Yes," attach a detailed explanation identifying the parties to the suit, the forum in which the case was heard, the cause of action, the holding in the case, and the citations (if any) for the case. Also describe in detail what changes in your operation, if any, have occurred since then.

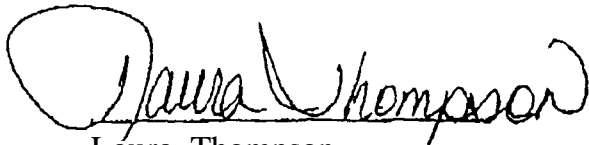
For more information, see back of Schedule B.


Hon, Jun 28,1993


RESOLUTION

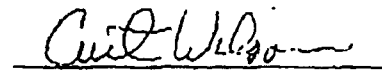
The Board of Directors of the Hubbard College of Administration of Santa Clara Valley hereby adopts the following firm policy:


The Hubbard College of Administration admits students of any race, color, national and ethnic origin to all the rights and privileges, programs and activities generally accorded or made available to the students at the Bchool. It doea not discriminate on the bastis of race, color, national and ethnic origin in administration of its educational policies, admissions policies and other school administered programs.


Laura Thompson


Madeline Lowe


Bruce Peters


Curt Wilson


Tom Chandler

The Hubbard College trains and assists business consultants and business executives to successfully apply L. Ron Hubbard™ Administrative Technology to all kinds of companies around the world. By filling out the short survey below you will assist us in gathering needed data that will help forward the use of the admin tech.

1. Do you have a fully worked out Admin Scale for your business? Is it broadly known by your employees?
2. Do you have an Organizing Board for your business? Does it include Valuable Final Products and statistics listed by department or division?
3. Is weekly Financial Planning done in your business? If you have bills are they paid by dateline?
4. Do you send out weekly promotion? Is it surveyed?
5. Has it been difficult to put juniors on post so that they are both stable and productive?
6. Do you find that the cash flow of the company is not what it needs to be to allow for expansion?
7. What areas of your business do you find most difficult to handle?
8. Would you be interested in receiving a Free Business Analysis from one of our consultants?

Name_____JHm Phone,_____

Address,_____WkPhone_____

City_____State_____Zip_____

Business Name_____

The Hubbard College of Administration admits students of any race, color, national and ethnic origin to all the rights and privileges, programs and activities generally accorded or made available to the students at the school. It does not discriminate on the basis of race, color, national and ethnic origin in administration of its educational policies, admissions policies and other school administered programs.

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HUBBARD COLLEGE OF ADMINISTRATION OF SANTA CLARA VALLEY

NON-DISCRIMINATION INFORMATION

1. STAFF:

There are seven full-time staff and one part-time staff. Of these, one is Asian and the rest are white. Of these, four are male and four are female. When more staff are needed, positions will be open to individuals of all races, colors and ethnic origins.

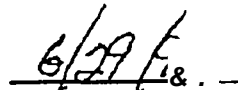
2. STUDENTS:

Thus far our total enrolled students number fifty. Of that number we have: 3 muslim, 2 indian, 2 iraqi, 3 asian, 1 mormon, 1 hispanic. Approximately 50% are male and 50% are female.

Certified:



Curt Wilson, Secretary



Date

901 Campisi Way, Ste 140
Campbell, CA. 95008
(408)559-9370
(408) 559-9380 FAX

HUBBARD COLLEGE OF ADMINISTRATION OF SANTA CLARA VALLEY

1. List of Incorporators:

Tom Chandler
Curt Wilson
Madeline Lowe

2. List of Founders:

Tom Chandler
Curt Wilson
Madeline Lowe


3. Board of Directors

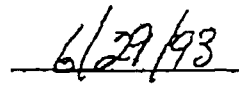
Tom Chandler
Curt Wilson
Madeline Lowe
Laura Thompson
Mark Rehnborg
Bruce Peters
Lydia Raymond

4. Donors of buildings and property:

None to date.

None of the above have as an objective the maintenance of segregated public or private education or are officers or active members of any such organization.


Curt Wilson, Secretary


Date

901 Campisi Way, Ste 140
Campbell, CA. 95008
(408)559-9370
(408) 569-9380 FAX

Schedule B.—Schools, Colleges, and Universities

- 1 Does, or will, the organization normally have: (a) a regularly scheduled curriculum, (b) a regular faculty of qualified teachers, (c) a regularly enrolled body of students, and (d) facilities where its educational activities are regularly carried on? ☒ Yes ☐ No
If "No," do not complete the rest of this Schedule.

- 2 Is the organization an instrumentality of a State or political subdivision of a State? ☐ Yes ☒ No
If "Yes," document this in Part II and do not complete items 3 through 10 of this Schedule. (See instructions for Schedule B.)

- 3 Does or will the organization (or any department or division within it) discriminate in any way on the basis of race with respect to:
- a Admissions? ☐ Yes ☒ No
- b Use of facilities or exercise of student privileges? ☐ Yes ☒ No
- c Faculty or administrative staff? ☐ Yes ☒ No
- d Scholarship or loan programs? ☐ Yes ☒ No
- If "Yes" for any of the above, explain.

- 4 Does the organization include a statement in its charter, bylaws, or other governing instrument, or in a resolution of its governing body, that it has a racially nondiscriminatory policy as to students? ☒ Yes ☐ No
Attach whatever corporate resolutions or other official statements the organization has made on this subject.

- 5a Has the organization made its racially nondiscriminatory policies known in a manner that brings the policies to the attention of all segments of the general community that it serves? ☒ Yes ☐ No
If "Yes," describe how these policies have been publicized and how often relevant notices or announcements have been made. If no newspaper or broadcast media notices have been used, explain.
The non-discrimination policy has been published in a newspaper notice and is placed in our promotional materials. A copy of the newspaper notice and representative promotional materials are attached.

- b If applicable, attach clippings of any relevant newspaper notices or advertising, or copies of tapes or scripts used for media broadcasts. Also attach copies of brochures and catalogues dealing with student admissions, programs, and scholarships, as well as representative copies of all written advertising used as a means of informing prospective students of your programs. Copy attached.

- 6 Attach a numerical schedule showing the racial composition, as of the current academic year, and projected as far as may be feasible for the next academic year, of: (a) the student body, and (b) the faculty and administrative staff. See attached.

- 7 Attach a list showing the amount of any scholarship and loan funds awarded to students enrolled and the racial composition of the students who have received the awards. N/A

- 8a Attach a list of the organization's incorporators, founders, board members, and donors of land or buildings, whether individuals or organizations. See attached.

- b State whether any of the organizations listed in 8a have as an objective the maintenance of segregated public or private school education, and, if so, whether any of the individuals listed in 8a are officers or active members of such organizations. See attached.

- 9a Indicate the public school district and county in which the organization is located.

Pinellas County School District

- b Was the organization formed or substantially expanded at the time of public school desegregation in the above district or county? ☐ Yes ☒ No

- 10 Has the organization ever been determined by a State or Federal administrative agency or judicial body to be racially discriminatory? ☐ Yes ☒ No

If "Yes," attach a detailed explanation identifying the parties to the suit, the forum in which the case was heard, the cause of action, the holding in the case, and the citations (if any) for the case. Also describe in detail what changes in your operation, if any, have occurred since then.

For more information, see back of Schedule 8.

HUBBARD COLLEGE OF ADMINISTRATION OF FLORIDA
Board of Directors' Meeting

Minutes

13 July 1993

Present: Peggy Hilgers, Ruth Valko, Klaus Hilgers

Meeting called to order at 2:30pm.

Brief discussion of credit to be collected and prospects for college courses and college-sponsored seminars. A list was made of potential attendees and the college registrar was instructed to begin calling on this list.

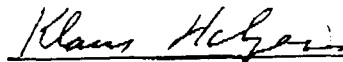
We passed the following resolution to adopt a nondiscriminatory policy as to students:

RESOLVED, The Hubbard College of Administration of Florida admits students of any race, color, national and ethnic origin to all the rights, privileges, programs and activities generally accorded or made available to students at the school. It does not discriminate on the basis of race, color, national and ethnic origin in administration of its educational policies, admissions policies, scholarship and loan programs, and athletic and other school-administered programs.

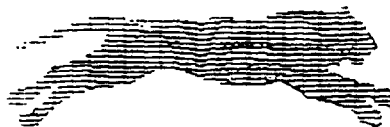
We decided to apply for non-profit status immediately and quickly. A list of criteria for accomplishing this was presented by Ruth. Rodney (for the college's Office of Special Affairs) will be instructed to meet the demands of the list.

Brief discussion of utilizing Capitol Connections to expedite this incorporation process.

Meeting adjourned at 3:12pm by the president.



Klaus Hilgers
Secretary
Board of Directors
Hubbard College of
Administration of
Florida



Hubbard® College of Administration Clearwater

"Your service facility for prosperity and expansion"

HOW TO USE A BUSINESS OR PRACTICE ANALYSIS TO CLOSE PROSPECTS FOR SERVICE PACKAGES

*Doug DeRouchie, an experienced, upstat reg for Hollander Consultants
(closes over \$60,000 per week/), will show you how to use a Business or
Practice Analysis to close your prospects for your service practices.*

PURPOSE

To increase your sales income through greater registration effectiveness.

- * Learn how to use the Awareness Characteristics to get your prospect to close for services and pay NOW!
- * Learn how to handle ANY objection your prospect may have to closing and paying NOW.
- * Learn a format and what to say in ANY registrar interview to increase your closing effectiveness
- * Learn the closing techniques used by the top producing reges.

Participants will have the opportunity to do the practical drills on the information presented so they know they can APPLY what they have learned.

Date:	August 7th and 8th, 1993
Seminar Leader:	Doug DeRouchie
Seminar Fee:	\$900.00
<i>Call today for Advance Payment Discounts</i>	

PUBLIC FOR THIS SEMINAR

Anyone who wants to be more effective at closing prospects for services.

*Hosted by the Hubbard College of Administration of Florida
1221 Rogers Street, Suite A • Clearwater, Florida 34616 * 813-446-7396*

© 1993 Hubbard College of Administration of Florida, All Rights Reserved. HUBBARD is a trade mark and a service mark owned by RTC and is used with its permission. The Hubbard College of Administration admits students of any race, color, national and ethnic origin to all the rights and privileges, programs and activities generally accorded or made available to the students at the school. It does not discriminate on the basis of race, color, national and ethnic origin in administration of its educational policies, admissions policies and other school administered programs.

HUBBARD COLLEGE OF ADMINISTRATION OF FLORIDA
Hailing Address: 1221 Rogers Street, Suite A, Clearwater, Florida 34616
Phone: 813-446-7396

NON-DISCRIMINATION INFORMATION

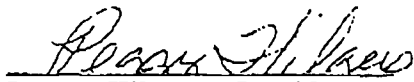
1. STAFF:

Thus far our Full Staff number five full-time. Of these, each are white.

2. STUDENTS:

Our current student enrollment number is 40. Of that number we have 1 Hispanic; 1 Greek; 1 South African; 2 Germans and 35 white.

Certified:


Peggy Hilgere, President


Date

HUBBARD COLLEGE OF ADMINISTRATION OF FLORIDA
Mailing Address: 1221 Rogers Street, Suite A, Clearwater, Florida 34616
Phone: 813-446-7396

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Peggy Hilgere, President


Date

HUBBARD COLLEGE OF ADMINISTRATION OF FLORIDA

1. LIST OF INCORPORATORS

Peggy Hilgers

2. LIST OF FOUNDERS

Peggy Hilgers
Ruth Valko

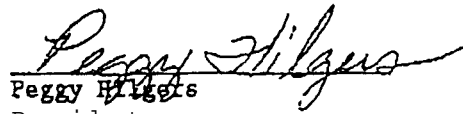
3. BOARD OF DIRECTORS


Peggy Hilgers
Ruth Valko
Klaus Hilgers

4. DONORS OF BUILDINGS OR PROPERTY

No buildings or property have been donated to this corporation.

None of the above have as an objective the maintenance of segregated public or private education or are officers or active members of any such organizations,


Peggy Hilgers
President
Hubbard College of
Administration of
Florida, Inc.


Date

1221 Rogers Street, Suite A * Clearwater, Florida. 34616 * 813-446-7396

HUBBARD COLLEGE OF ADMINISTRATION OF SANTA CLARA VALLEY

Fri, Jul 16,1993

Sheila Poulin
President
Hubbard College of Administration International
3540 Wilshire Blvd, Ste 811
Los Angeles, CA. 90010

Dear Sir,

I am authorized to request that the Hubbard College of Administration of Santa Clara Valley be included in the Hubbard College of Administration International's group tax exemption ruling.

Sincerely,



Tom Chandler
Treasurer
Hubbard College of Administration of Santa Clara Valley

901 CAMPISI WAY, STE. 140, CAMPBELL, CA. 95008
(408) 559-9370, (408) 559-9380 FAX



Hubbard College of Administration Clearwater

"Your service facility for prosperity and expansion."

Sheila Poulin
President
Hubbard College of Administration
International
3540 Wilshire Boulevard, Suite 811
Los Angeles, California 90010

15 July 1993

Dear Sir,

We wish, and I am authorized to request, that the Hubbard College of Administration of Florida, Inc., located in Clearwater, Florida, be included in the Hubbard College of Administration Group Tax Exemption Ruling.

Sincerely,

Rodney M. Taber
Office of Special Affairs
Hubbard College of Administration
of Florida
1221 Rogers Street, Suite A
Clearwater, Florida 34616
(813) 446-7396

*1221 Rogers Street, Suite A
Clearwater, Florida 34616
(813) 446-7396*