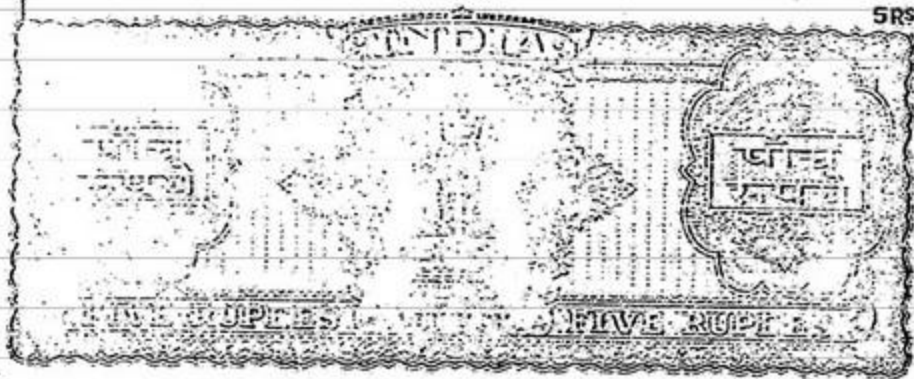


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TO ALL TO WHOM THESE PRESENTS SHALL COME:

I, BHAGWAN SHREE RAJNEESH, Indian inhabitant (hereinafter referred to as "the Declarant") SEND GREETINGS:

WHEREAS:

- 1) By an Indenture of Trust dated the 11th day of June 1969, a charitable Trust was formed known as "Jeevan Jagruti Kendra" (which name was changed to "Rajneesh Foundation" by court order dated 23 October 1975) for the charitable objects therein mentioned (hereinafter referred to as "the said Trust");
- ii) The said Indenture of Trust dated the 11th

...2

- 2 -

day of June 1969, inter alia provided that Acharya Shree Rajneesh (the Declarant above-named) shall be the Advisor of the said Trust for his life;

- iii) Under the auspices of the said Trust, the Declarant has composed and delivered discourses, lectures, and has also written and published books, pamphlets, papers on various philosophical, metaphysical and cultural matters touching human problems or relations which are published in English and/or Hindi language and some of which are also translated and published in Gujarati or Marathi languages and which have also been recorded with the aid of Tape Recorders or other recording devices;
- iv) The said Books, Discourse, Lectures, Pamphlets, Papers and Tape Records are, in the premises, the property of the said Trust;
- v) The Trustees of the said Trust have requested the Declarant to make this Declaration so as to enable the Trust to establish its title in the said Books, Lectures, Pamphlets, Papers and Tape Records.

NOW I the said BHAGWAN SHREE RAJNEESH HEREBY

DECLARE AND STATE as follows:-

1. I say the exclusive printing and publishing rights in the said Books, Articles, Speeches, Writings and other Works heretofore written or delivered as the case may be by the

...3

- 3 -

Declarant and the Books, Articles, Speeches, Writings and other Works to be hereafter written or delivered by the Declarant (hereinafter referred to as "the said Works"), have or shall be the property of the said Trust. The Trust has agreed to the conditions hereinafter appearing as regards the said Works.

2. The Trust shall give all such information and particulars as the Declarant may require from time to time in respect of the publication of the said Works. The publishers shall publish the said Works at their own cost.

3. The Declarant shall deliver to the Trust the completed typescript of the Works and the Trust shall print, produce, publish and sell the works at its own cost and expenses in such manner and style and at such prices as the Trust may at its discretion deem fit.

4. The Declarant has given to the Trust a List of the books, articles and writings so far written by the Declarant and shall as and when any further books and articles are written, or any speeches are delivered, he shall furnish copies thereof to the Trust to enable them to publish the same as aforesaid.

5. The Trust shall have the sole and exclusive right of publishing, republishing and producing in any part of the world the said Works and all translations, abridgements and selections in any of the languages whatsoever and/or grant licences for the said purposes PROVIDED HOWEVER no translation or abridgement shall be made except with the written consent of the Declarant and on the terms imposed by him and all such grants shall be subject to this Declaration. The Declarant shall not publish or cause to be published in any part of the world any copy of the Works or any translation, abridgement or selection thereof. The entire control and right of publication, production, publicity and sales shall remain

- 4 -

with the Publishers who will be entitled to all emoluments and profits thereof.

6. The Trust shall, at its own risk and expenses, and at the convenience, produce and publish the said Works and push the sale of the same. The production, publication, publicity and sale of the said Works shall be controlled entirely by the Trust and it shall have full right and authority to republish and produce all such Works either by itself or through its agents in any part of the world.

7. The Trust has agreed to deliver to the Declarant free of charge 3 presentation copies of the Works when ready.

8. The Declarant hereby reserves the right to decline to give right for publication of any future book or writing hereafter written by him.

9. The Trust shall not publish or authorize anybody to publish any abridgement of any of the Works of the Declarant except with the consent in writing of the Declarant.

10. The Trust has undertaken to see that the proofs of the said Works are properly corrected and revised.

11. The Trust has agreed that the name of the Declarant as the Author shall appear in its customary form in due prominence on the title page and on the binding of every copy produced, and on all advertisements of the Books issued by the Trust or their Agents or Licensees.

12. Should the Trust at any time wilfully fail to fulfill or to comply with any of the conditions herein contained, the Licence to publish the said Works shall

...5

thereupon determine and the Declarant shall be free to grant licence to any other person to print and publish the same.

13. The Declarant hereby authorises Rajneesh Foundation to use his portraits, photographs, sketches, statues and other visual images, as well as his name; and he consents to such use by the Foundation on any article, such as books, publications, tapes and any other object or product related to his person.

Solemnly Declared by the)
withnamed Author)
BHAGWAN SHREE RAJNEESH)
this 28th day of July 1978.)

