

AGREEMENT

Robert H. Fabian, duly appointed Receiver of the assets of Peoples Temple of the Disciples of Christ, and the United States of America agree:

1. The United States and the Receiver agree that it is in their best interests to cooperate to repatriate to the United States, as promptly and as efficiently as possible, Temple assets which may be located in foreign countries, pending a determination of rightful entitlement thereto by the courts of the United States.

2. The United States agrees to use appropriate diplomatic channels to assist itself and the Receiver in recovering assets abroad; however, this is not to be construed as a binding obligation upon the Government to provide such diplomatic assistance.

3. The United States agrees to turn over to the Receiver where permitted by law and not subject to assertion of privilege or attorney-work product rule all information in the possession of its attorneys regarding the location and identity of Peoples Temple's assets in foreign countries.

4. The United States agrees to retain and instruct foreign counsel in Panama and Switzerland in an effort to return to the United States any Temple assets which may be found in those countries. The United States agrees to furnish the Receiver with information as to the progress of its efforts to recover such assets. The Receiver is not abrogating his responsibilities in this effort, but recognizes that recovery will in all probability be expedited if the United States completes the work already begun in those countries.

5. The proceeds of any recovery by the United States of Peoples Temple's assets in Panama and Switzerland will be disposed of as follows:

a. Expenses incurred by the United States in endeavoring to recover Temple assets will be submitted to the Receiver who agrees to petition the Court for authority to pay the bills as administrative expenses out of assets recovered by the United States.

At any time at which the recovery does not exceed the amount specified in (b), payment of these bills as administrative expenses shall take precedence over deposit of the money in the manner specified in (b).

b. An amount equal to the claim of the United States in the action filed in the United States District Court for the Northern District of California, Civil Action No. 79-0126, will be deposited with that Court under Rule 67, F.R.Civ.P. The parties will endeavor to cause the funds to be invested in an interest-bearing investment. The parties hereto agree jointly to petition the United States District Court for leave to deposit this amount with that Court subject to the terms of this Agreement.

c. Any recovery in excess of the amounts covered by (a) and (b) will be released to the Receiver for disposition in the dissolution proceeding in the California State Court.

6. The Receiver agrees:

a. To move the California State Court having jurisdiction of the dissolution for an order finding, pursuant to 31 U.S.C. §§191 and 192, that any lawful

debts of the Peoples Temple of the Disciples of Christ to the United States, including any indebtedness established by adjudication of the claim asserted by the United States in Civil Action No. 79-0126, U.S.D.C. N.D. Cal., are entitled to priority payment ahead of other claims in the receivership except receiver's

necessary and reasonable costs of administration;

however, in so moving, the Receiver will not place the issue of the relative priorities of the claim of the United States and costs of administration in issue..

b. To move the California State Court having jurisdiction of the dissolution for an order that an amount equivalent to the amount of the claim of the United States against Peoples Temple of the Disciples of Christ which is upheld in whole or in part by final decision in the Federal Court be paid to the United States from funds deposited pursuant to paragraph 5(b).

c. To move the California State Court having jurisdiction of the dissolution for an order that if the Federal Court renders a final decision adverse to the United States and denying the claim of the United States, in whole or in part, the amounts specified in paragraph 5(b) hereof, or such part thereof as is necessary to conform to that decision, will be released to the Receiver upon order of the Federal Court for disposition in the dissolution proceeding in the California State Court.

For the purposes of this paragraph, a "final decision" shall be one which is no longer subject to review and which determines with finality the United States' entitlement in whole or part, if any, on its claim asserted in the Federal Court.

7. The Receiver agrees to obtain and furnish the United States to the extent he is legally empowered to do so any documents, powers, releases or other authorizations which may be required in order to further recovery of Peoples Temple assets in Panama and Switzerland and agrees whenever necessary to apply to the State Court for authority and orders to implement this paragraph.

8. Nothing contained herein should be construed as requiring the United States to continue the efforts described in paragraph 3 or 4 after such time as it has recovered the amounts described in paragraph 5 or determines that further efforts by the United States would not be cost-effective, productive and/or feasible, at which time the Receiver shall be free to take whatever efforts at recovery he chooses.

9. If sums are recovered by the United States from assets of the Peoples Temple located in countries other than Panama and Switzerland, the sums recovered will be disposed of in the same manner applicable to the proceeds of recovery in Panama and Switzerland specified in paragraph 5, except as otherwise provided herein.

10. So long as the United States has not made a determination under paragraph 8 to discontinue recovery efforts, the Receiver agrees to do nothing in derogation of the United States' attempts to recover funds from Panama and Switzerland, including the filing of a separate suit for recovery of the assets in those countries. Nothing in this Agreement shall be construed to prevent the Receiver from filing suit to recover Peoples Temple assets in other countries.

11. The terms and conditions of this Agreement shall not extend to any action taken by the United States against the Temple or the Receiver in Guyana and/or in opposition to

the claim asserted by the government of Guyana or others. However, to the extent that the United States succeeds in effecting any recovery in Guyana, the United States agrees to reduce its total claim against the Temple proportionally. The preceding sentence of this paragraph shall not be construed as a waiver by the Receiver of any right to challenge the recovery mentioned in that sentence in a proper forum.

12. In furtherance of this Agreement, the United States agrees not to assert that its claims are entitled to priority over necessary and reasonable costs of administration incurred up to and including December 31, 1979, either upon such terms and conditions as may be agreed in further discussions between the United States and the Receiver or as approved by the California State Court. The parties contemplate further discussions with respect to the relative priorities applicable to the period beginning January 1, 1980.

It is understood the Receiver denies that the Federal priority statute, 31 U.S.C. §§191, 192, gives a debt owed the United States precedence over the costs of administration.

13. This Agreement is not and shall not be construed as a submission by the United States to the jurisdiction of the Superior Court of the State of California for the City and County of San Francisco.

14. This Agreement shall be construed pursuant to and in accordance with the law of the United States of America.

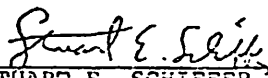
15. This Agreement shall be submitted by the Receiver to the Court which appointed him. It shall enter into force immediately upon the Receiver's request for and receipt of that Court's approval for the Receiver to enter into and be bound by this Agreement.

16. The United States asserts that the order of the California Superior Court which purports to stay part of the suit brought by the United States, Civil Action No. 79-0126, Northern District of California, is ineffective to do so. Nevertheless, without any agreement concerning whether that order is effective to do so, this Agreement shall not be effective until such time as the California Superior Court which appointed the Receiver explicitly vacates that order.

IN WITNESS WHEREOF, the parties hereto have on April 13, 1979, executed this Agreement in two copies, of which each signatory has retained one.

  
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ROBERT H. FABIAN  
Receiver

UNITED STATES of AMERICA

By:   
\_\_\_\_\_  
STUART E. SCHIFFER  
Deputy Assistant Attorney General  
Civil Division  
Department of Justice

VERIFICATION

I, ROBERT H. FABIAN, say:

I am the duly appointed Receiver for Peoples Temple of the Disciples of Christ, the petitioner in the foregoing petition for (1) Order Approving Agreement Between Receiver and United States of America; and (2) Order Vacating Stay. I have read the petition and know the contents thereof. The matters set forth in the petition are true and correct.

Executed under penalty of perjury this 17th day of April, 1979, at San Francisco, California.

Robert H. Fabian  
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