

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release (the "Agreement"), is entered into by Randy Chapel ("PLAINTIFF") and Western Seminary, an Oregon non-profit corporation ("SCHOOL"), Lynn Ruark, Steve Korch, and Gary Tuck (collectively, with SCHOOL, "DEFENDANTS") and Carol Nye Wilson ("WILSON"). This Agreement shall become effective upon its signature by all parties (the "Effective Date") and receipt of such signatures by Andrew R. Adler, Counsel for DEFENDANTS and by William C. Dresser, counsel for PLAINTIFF.

WHEREAS, PLAINTIFF filed a complaint with the Superior Court of the County of Santa Clara, California against DEFENDANTS arising from his enrollment at the SCHOOL, and seeking damages against DEFENDANTS for his claims, being Case No. 1-03-CV-814749 (the "Action");

WHEREAS, as a result of the Action and PLAINTIFF'S and WILSON'S activities related thereto, DEFENDANTS allege they have been subjected to certain wrongful conduct by PLAINTIFF and WILSON;

WHEREAS, the parties have denied and continue to deny the other parties' allegations and claims, but the parties now desire to settle, fully and finally, any and all disputes between and among them and, in doing so, to support the values they all espouse to hold;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the parties agree as follows:

1. **Consideration.** In consideration of the execution of this Agreement and the releases, promises, representations, and warranties included herein, the parties agree as follows:

(a) The SCHOOL shall provide to PLAINTIFF the total sum of Three Hundred Thousand Dollars (\$300,00.00) as follows:

(i) Two Hundred Seventy-Five Thousand Dollars (\$275,000.00) within thirty (30) days of the Effective Date;

(ii) Twenty-Five Thousand Dollars (\$25,000.00) within ninety (90) days of PLAINTIFF'S receipt of his Th.M. degree.

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(b) The SCHOOL further agrees that it will waive the fees and costs for the courses PLAINTIFF takes at the SCHOOL.

(c) The parties agree they will mutually waive any sanctions awarded by the court.

(d) Subject to paragraph 11 below, PLAINTIFF will be permitted to continue in the SCHOOL's M.Div. program and to receive that degree upon substantial compliance with this Agreement and successful completion of the twelve (12) units of independent study and/or External Education courses given by the SCHOOL and required for completion of degree studies, all of which course work shall be proctored by Dr. M. James Sawyer.


(e) Subject to paragraph 11 below, PLAINTIFF may also continue in course work for a Th.M. degree, the SCHOOL acknowledging that PLAINTIFF has already received three credits in two courses taken on the Portland campus toward that degree, and further acknowledging that pursuit of the degree by PLAINTIFF would comply with ATS standards under the following circumstances:

- (i) PLAINTIFF takes twelve hours of course work proctored by Dr. M. James Sawyer, consisting of 500-level courses for which 600-level work is required and completed;
- (ii) PLAINTIFF, as provided on page 28 of the 2005-2006 catalogue, Exhibit A hereto, takes six hours of Th.M.-level course work from other degree programs, such as at Fuller, Golden Gate or St. Patrick's;
- (iii) PLAINTIFF completes a thesis project for four hours of credit, to be reviewed by Jeff Hargis and Dr. M. James Sawyer. Should Jeff Hargis be unable or unwilling to do so, the parties agree that his place may be taken by an agreed upon, qualified professor.

2. References

(a) The SCHOOL shall maintain, and in appropriate circumstances provide to third parties, PLAINTIFF's transcript in the form attached hereto as Exhibit B, and shall hereafter update that transcript to reflect further classwork. With the exception of that transcript and so-called "directory information," any other materials currently in the SCHOOL's possession concerning PLAINTIFF, if any, including but not limited to employment, educational, medical, psychological, counseling or pastoral records of or concerning PLAINTIFF, shall be destroyed or, at the option of the SCHOOL, kept under seal.

(b) Neither the SCHOOL nor its employees Gary Tuck, Lynn Ruark, Steve Korch, Bert Downs, Rob Wiggins, or Randy Roberts, will act in any way to prevent any professor or administrator who is or was an employee of the SCHOOL from providing a recommendation on behalf of PLAINTIFF for education or employment purposes.



Handwritten signature and date: 3/14/04

3. **Dismissal with Prejudice.** PLAINTIFF shall deliver to counsel for the DEFENDANTS an executed Request for Dismissal (with prejudice) dismissing with prejudice the Action in its entirety as to all DEFENDANTS, immediately upon receiving DEFENDANTS' executed signature page for this Agreement and receipt of the monetary compensation stated in paragraph 1(a)(i) above.

4. **General Release by PLAINTIFF and WILSON.** PLAINTIFF and WILSON, on behalf of themselves, their respective heirs, estates, executors, administrators, assigns, servants, employers, agents, representatives, attorneys, insurers, predecessors, and successors hereby forever release and fully discharge DEFENDANTS, and each of them, and their respective heirs, estates, executors, administrators, servants, employers, principals, partners, board members, trustees, employees, employers, directors, officers, subsidiaries, affiliates, agents, assigns, representatives, insurers, attorneys, predecessors, and successors (the "SCHOOL Releasees"), from any and all claims, actions, judgments, obligations, damages, demands, debts, liabilities, and causes of action:

(a) that relate in any manner to PLAINTIFF'S tenure at the SCHOOL and the matters referenced in the Action and related thereto, including but not limited to claims for discrimination, harassment, hostile environment, failure to prevent discrimination and/or harassment, breach of contract, breach of the covenant of good faith and fair dealing, assault, battery, breach of fiduciary duty, professional malfeasance, misrepresentation, abuse of process, malicious prosecution, invasion of privacy, interference with contract or prospective economic advantage, defamation, infliction of emotional distress, claims under the Education Code, California Fair Employment Act laws, federal equal employment opportunities laws, federal and state labor statutes and regulations, including but not limited to, the California Fair Employment and Housing Act and the federal Civil Rights Act of 1964 (as amended), the Age Discrimination in Employment Act of 1967, the California Labor Code and the Fair Labor Standards Act.

(b) of whatsoever kind or nature, whether known or unknown, suspected or unsuspected, matured or unmatured, which PLAINTIFF and/or WILSON now own or hold against the SCHOOL Releasees, or any of them, or has at any time heretofore owned or held against the SCHOOL Releasees, or any of them;

(c) for violation of the federal or any state constitution; and

(d) for attorney fees and costs.

5. **General Release by DEFENDANTS of PLAINTIFF and WILSON.** DEFENDANTS, on behalf of themselves, their respective heirs, estates, executors, administrators, servants, employers, principals, partners, board members, trustees, employees, employers, directors, officers, subsidiaries, affiliates, agents, assigns, representatives, insurers, attorneys, predecessors, and successors, hereby forever release and fully discharge PLAINTIFF and WILSON, and each of them, and their respective heirs, estates, executors, administrators, assigns, servants, employers, agents, representatives, attorneys, insurers, predecessors, and


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successors from any and all claims, actions, judgments, obligations, damages, demands, debts, liabilities, and causes of action:

(a) that relate in any manner to PLAINTIFF'S tenure at the SCHOOL and the matters referenced in the Action and related thereto;

(b) that relate to or in any manner arise from any written or oral statement or publication by PLAINTIFF and/or WILSON made at any time prior to the effective date of this Agreement and regarding DEFENDANTS or any of them;

(c) of whatsoever kind or nature, whether known or unknown, suspected or unsuspected, matured or unmatured, which DEFENDANTS now own or hold against PLAINTIFF and/or WILSON, or have at any time heretofore owned or held against PLAINTIFF and/or WILSON; and

(d) for violation of the federal or any state constitution;

(e) for attorney fees and costs.

6. **Waiver of Civil Code Section 1542.** The parties, and each of them, represent that they are not aware of any claim by any of them against any other party other than the claims that are released by this Agreement. Each party waives any and all rights and benefits conferred by the provisions of Section 1542 of the Civil Code of the State of California and any similar law of any state or territory of the United States or other jurisdiction. This section provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release; which if known by him must have materially affected his settlement with the debtor."

Each party understands and acknowledges that even if he/she/it should eventually suffer additional damages arising out of the matters released herein, he/she/it will not be able to make any claims for those damages.

7. **No Admissions.** The parties understand and acknowledge that this Agreement constitutes a compromise and settlement of disputed claims. No action taken by the parties hereto, or any of them, either previously or in connection with this Agreement shall be deemed or construed to be (a) an admission of the truth or falsity of any claims heretofore made or (b) an acknowledgment or admission by any party of any fault or liability whatsoever to any other party or to any third party.

8. **Non-Disparagement/Non-Disclosure/Non-Interference**

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(a) Each party agrees not to disparage, directly or indirectly, any other party in his/her/its personal or business reputation in any manner, whether oral or written, including, without limitation, on the internet, on posters, or by marching or public speaking, or by referring to any deposition transcript or exhibit to any deposition taken in the Action or by referring to any pleading, motion papers or other filings in the Action, or by referencing information regarding individual DEFENDANTS which was published, directly or indirectly, by PLAINTIFF and/or WILSON on the internet prior to the Effective Date, and agrees not to provide or disseminate, or encourage or assist in the provision or dissemination of disparaging material or information about any other party.

(b) Subsection (a) above shall no longer apply to PLAINTIFF with respect to the SCHOOL after ten years from the Effective Date hereof.

(c) Each party further agrees that he/she/it shall not interfere with the prospective business advantage or personal and business opportunities of any other party including, without limitation, speaking, teaching and publication opportunities, nor shall he/she/it threaten or disparage any third party for doing business or engaging in a professional relationship with any party.

(d) PLAINTIFF and WILSON agree that he/she will not comment in any fashion in any forum, orally or in writing, concerning the professional qualifications, lectures, teachings, writings, or publications of any individual DEFENDANT.

9. Confidentiality. The parties agree to maintain the fact of this Agreement and its terms as well as henceforth the fact and the content of PLAINTIFF's and DEFENDANTS' claims, the matters in the Action, the discovery in the Action, including all exhibits to all depositions, and all matters relating to any party's personal and/or professional history (the "Confidential Matters"), as confidential. They agree further:

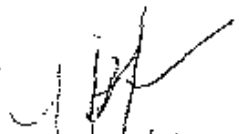
(a) they will initiate no publicity concerning the Confidential Matters to any person or entity, including, without limitation, the media, the parties' religious communities, or otherwise;

(b) except as provided in paragraph 10 below, they will respond to any inquiry about any Confidential Matter by stating nothing more than that "the lawsuit was resolved" or "no comment", or by providing the following statement, and nothing more:

"While pursuing a degree at Western Seminary, I [Chapel] was accused of behavior which I [he] believed to be either untrue or inaccurate. In my [his] view, the Seminary took disciplinary action without sufficient investigation and I [he] filed suit and pursued litigation. This litigation was settled and I [Chapel] was returned to the Seminary."

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8(d) Does Chapel's
Comments about K...
to News...
Plaintiff?
with about his...
Adam...? 4/2/06
re: recordant


3/11/06

(c) they will not henceforth disclose the Confidential Matters to anyone other than the individual parties' spouses, the parties' attorneys, psychologists, or health care providers, the SCHOOL's Board of Trustees and/or other corporate officers or managers as required by the SCHOOL's own rules and governing policies, and, as to the payments provided for herein, such accountants and bookkeepers as may be necessary to report and account properly for the payments, or as required by law or court process or as necessary to enforce the terms of the Agreement, but then only with respect to the terms of this Agreement;

(d) In making any permitted disclosure of Confidential Matters, the disclosing party(ies) shall first obtain the written agreement from the person to whom the disclosure is made to maintain the confidentiality of the disclosure as required by this Agreement.

(e) This paragraph 9 shall no longer apply to PLAINTIFF and DEFENDANTS after ten (10) years from the Effective Date hereof in the circumstance in which PLAINTIFF or a DEFENDANT wishes in an academic setting to reference matters relating to the Action, so long as such use (i) does not identify any individual DEFENDANT by name (ii) does not refer in any manner, directly or indirectly, to the personal and/or professional histories of the individual DEFENDANTS or other individuals associated with the SCHOOL, (iii) does not violate paragraph 8 (a), or (iv) does not disclose the terms of this Agreement.

(f) PLAINTIFF and WILSON agree on or before the Effective Date to shut down and conclude all operations of all websites owned, operated, or maintained by him or her, which are in violation of, or would violate paragraph 8(a); and to remove from any and all websites, to which either of them has supplied content, all content currently existing on such website(s) and not to hereafter, directly or indirectly, assist in having such content, or similar content, appear on an internet website, which is in violation of, or would violate paragraph 8(a). PLAINTIFF and WILSON agree that he/she will take no action after the Effective Date to make the content of such websites accessible, by accessing the websites or otherwise.

(g) WILSON agrees to delete permanently and destroy all material, in whatever form, containing Confidential Matters or relating to other matters referenced in this paragraph 9 or in paragraph 8. PLAINTIFF agrees to segregate all such material and take all reasonable precautions to maintain its confidentiality and prevent its access by others.

(h) PLAINTIFF and WILSON agree that DEFENDANTS may take whatever action they deem appropriate to seek court order(s) to seal the court's files on the Action and PLAINTIFF and WILSON will take no steps to oppose or publicize DEFENDANTS' efforts to seek such sealing.

10. Additional Disclosures.

(a) Notwithstanding any other provision of this Agreement, if called upon to do so, and if necessary under the circumstances, PLAINTIFF may provide to prospective employers and/or educational institutions that have a legitimate need for the information, in addition to the statement in paragraph 9(b) above, Exhibit C and/or Exhibit D.



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(b) Notwithstanding any other provision of the Agreement, if called upon to do so, and if necessary under the circumstances, DEFENDANTS may provide to any person or institution that has a legitimate need for the information, in addition to the statement in paragraph 9(b) above, the statement attached hereto as Exhibit E.

11. Disputes.

(a) **Arbitration.** The parties agree to submit the following disputes to the American Arbitration Association or Judicial Arbitration and Mediation Service ("JAMS") for binding arbitration pursuant to such entity's applicable arbitration rules, as then existing.

In agreeing to refer such matter(s) to binding arbitration, the parties, and each of them, acknowledge and understand that his/her/its rights as a party to a binding arbitration will differ substantially from the rights that would exist in connection with court-based litigation regarding the same matters and that he/she/it will **THEREBY SURRENDER ANY RIGHT TO HAVE HIS/HER/ITS DISPUTE RESOLVED BY JURY TRIAL.**

The disputes that shall be subject to binding arbitration are as follows:

- (i) any dispute concerning PLAINTIFF's education, continuance in the SCHOOL's degree programs, or issuance of a degree to PLAINTIFF; and
- (ii) any dispute relating to the validity, enforcement or breach of this Agreement in which the party seeking damages or other affirmative relief agrees that the calculation of the amount of damages available to him/her/it shall be governed by the liquidated damages provision below.

(b) **Liquidated Damages.** Each party agrees that a breach of paragraphs 8, 9, and/or 10 above by PLAINTIFF and/or WILSON may be a material breach of the Agreement and that given the nature of the obligations imposed by those paragraphs on PLAINTIFF and WILSON, it would be impracticable or extremely difficult to fix the actual damages DEFENDANTS, or any of them, would incur by reason of any such breach. Accordingly, the parties agree that it is reasonable under the circumstances existing at the time this Agreement is entered into for the parties to agree that in the event of any such breach by PLAINTIFF or WILSON, each injured DEFENDANT's damages shall be fixed in the sum of Ten Thousand Dollars (\$10,000) for each and every such breach by PLAINTIFF and each and every breach by WILSON. With respect to conduct which results in a disclosure to the press or media or on the internet in breach of one or more of the obligations imposed on PLAINTIFF and/or WILSON by paragraphs 8, 9 and/or 10, resulting in a publication in breach of one or more of the obligations of paragraphs 8, 9 and/or 10, the amount of any breaching party's individual liability to each injured DEFENDANT shall be calculated by multiplying Ten Thousand Dollars (\$10,000.00) by


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the number of people who learn of such matter through the publication, not to exceed \$100,000.00 for each such publication, which each party agrees is a reasonable amount given the circumstances existing at the time this Agreement is entered into.

12. Tax Consequences. DEFENDANTS make no representations or warranties with respect to the tax consequences of the consideration provided to PLAINTIFF under the terms of this Agreement. PLAINTIFF agrees and understands that he is responsible for payment, if any, of state and/or federal taxes on the consideration provided hereunder and any penalties or assessments thereon. PLAINTIFF further agrees to indemnify, defend and hold DEFENDANTS harmless from any claims, demands, deficiencies, penalties, assessments, executions, judgments, or failure to pay federal or state taxes or damages sustained by DEFENDANTS by reason of any such claims, including DEFENDANTS' reasonable attorneys' fees.

13. Costs. The parties shall each bear their own costs, attorneys' fees and other fees incurred in connection with this Agreement and in connection with the Action.

14. Administrative Claims. PLAINTIFF and WILSON agree that he/she will not file, pursue or continue to pursue any administrative claim or complaint concerning either the SCHOOL or its past or present employees, including, without limitation, Gary Tuck, Lynn Ruark, Steve Korch, Bert Downs and Matt Tuck, with any governmental entity or accrediting institution, and that he/she will withdraw and dismiss any such claim or complaint which is pending.

15. No Cooperation. Each party agrees that he/she/it will not counsel or assist any attorneys or their clients, or any other persons or entities in the presentation or prosecution of any dispute, differences, grievances, claims, charges, or complaints against a party to this Agreement, based on matters arising before execution of this Agreement, except where under a subpoena or court order to do so.

16. No Prior Assignment; Indemnity. Each party represents and warrants that he/she/it has not heretofore assigned or transferred, or purported to assign or transfer, to any person or entity any claim or other matter herein released. In the event that a party shall have assigned or transferred, or purported to assign or transfer, any claim or matter herein released, he/she/it shall indemnify each other party and hold him/her/it/them harmless from and against any loss, cost, claim or expense, including but not limited to all costs related to the defense of any action including reasonable attorneys' fees based upon violation of this paragraph.

17. Authority. Each DEFENDANT represents and warrants that he/it has the authority to act on his/its behalf and to bind himself/herself, and all who may claim through him/it to the terms of this Agreement. PLAINTIFF and WILSON each represent and warrant that he/she has the capacity to act on his/her own behalf and on behalf of all who might claim through him/her to bind himself/herself/them to the terms and conditions of this Agreement.

18. Entire Agreement. This Agreement contains the entire agreement between the parties pertaining to the subject matter contained in it, and to which it refers, and supersedes any

and all prior and/or contemporaneous oral or written negotiations, agreements, representations, and understandings. The parties, and each of them, understand that this Agreement is made without reliance upon any inducement, statement, promise, or representation other than those contained within this Agreement.

19. Governing Law. This Agreement shall be construed under and governed by the laws of the State of California.

This Agreement shall be deemed to have been entered into in the County of Santa Clara, California and all questions of validity, interpretation or performance of any of its terms or of any rights or obligations of the parties to this Agreement shall be governed by California law. If any legal or equitable action is necessary to enforce the terms of this Agreement, such action shall be brought in the State of California.

20. Severability. If any provisions of this Agreement or the application thereof to any person, place or circumstance shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Agreement and such provision as applied to other persons, places, and circumstances shall remain in full force and effect.

21. No Representations. Each party acknowledges that he/she/it has had the opportunity to consult with an attorney regarding this Agreement, and has carefully read and understands the scope and effect of the provisions of this Agreement. No party has relied upon any representations or statements made by any other party hereto, or counsel, or the mediator, that are not specifically set forth in this Agreement.

22. Voluntary Execution of Agreement. This Agreement is executed voluntarily and without any duress or undue influence on the part or behalf of the parties hereto, with the full intent of releasing all claims. The parties acknowledge that:

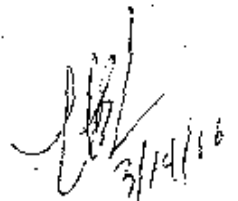
(a) They have had a reasonable time within which to consider whether to sign this Agreement;

(b) They have been represented in the preparation, negotiation, and execution of this Agreement by legal counsel of their own choice or that they have voluntarily declined to seek such counsel;

(c) They have read and understand the terms and consequences of this Agreement and of the releases it contains;

(d) They are fully aware of the legal and binding effect of this Agreement.

24. Counterparts. This Agreement may be executed in any number of counterparts or duplicate originals, including by facsimile signature, each of which is an original for all purposes.



Handwritten signature and date: 3/14/16

Academic Policies

ADMISSION,
EXPENSE &
ACADEMIC POLICIES

Each student is responsible for knowing and understanding current academic policies and procedures. Ignorance of a policy which appears in published student documents, particularly the catalog or program handbooks, is not a valid reason for granting an exception to any policy.

The Seminary Catalog is the primary document of academic policies. Further information is provided by the Student Handbook, published annually and distributed to all incoming students during New Student Orientation. Current and detailed information concerning policies specific to M.A.C., Th.M., D.Min., and D.Div. degree programs is available from the respective handbooks.

Occasionally, changes are made in the general regulations and academic policies. A curriculum or graduation requirement, when altered, generally is not made retroactive to currently admitted students unless the change is to the student's advantage and can be accommodated within the span of years normally required for graduation.

TRANSFER CREDIT AND RESIDENCE REQUIREMENTS

Students enrolled at Western Seminary who desire to take courses at other institutions applicable to their degree programs must have the approval of the Registrar and their program advisor prior to enrolling for such courses.

Students who have completed relevant studies prior to matriculation at Western Seminary may request consideration for the transfer of credit. Western Seminary normally accepts appropriate transfer credit from graduate institutions accredited by the Association of Theological Schools or regional accrediting associations. No transfer credit will be granted for non-degree status students. Incoming students should submit requests for transfer credit evaluations in writing prior to or during the first semester of enrollment. For credit to be granted, the previous work must approximately parallel course content (80% or higher equivalence), as described in Western's catalog, judged by comparison of typical course syllabi. The previous courses must be validated by an official transcript with indication of a grade of "B" (3.0) or higher. The course work must have been completed within five years of the application for transfer credit. If the prior studies were contained within a master's degree, not more than 50% of the prior credits may be accepted in transfer towards the Western Seminary degree.

Where students can show warrant, exceptions to these policies may be granted. It is the Seminary's responsibility to determine credit allowed. Courses approved for transfer credit are not entered on the Western transcript and are not considered in the grade point average computation for the purposes of determining continued enrollment and graduation.

Students enrolled in Master of Divinity, Master of Arts, and Graduate Studies Diploma programs are required to complete at least 50 percent of the credits for graduation through Western Seminary. At least the final 30 hours of a master's degree program must be completed in residence at the designated degree-granting campus (Portland, San Jose, Sacramento). Students enrolled

in the Master of Theology, Doctor of Ministry, and Doctor of Missiology programs should consult appropriate sections of their program handbooks. Questions regarding the transfer of credit or residency requirements should be addressed to the Registrar.

Students enrolled in degree programs within the State of California are limited to a maximum of six hours of transfer credit.

ADVANCED STANDING AND ADVANCED SUBSTITUTES

Qualified M.Div., M.A., and Graduate Studies Diploma students coming from accredited Bible colleges or Christian liberal arts colleges may request exemption from certain required courses. Requests must be made in writing to the Registrar's Office prior to or during the first semester of enrollment. Exemption will be based on one of the following conditions:

ADVANCED STANDING. When undergraduate studies clearly parallel certain required courses in the master's level curriculum, the student may request advanced standing toward the master's degree (i.e., actual program reduction of credit hours). Advanced standing is validated by the Registrar following competency exams administered by appropriate Western Seminary faculty under the direction of divisional chairs. The total amount of advanced standing granted to any student will be no more than 1/6th of the master's degree being sought (e.g., M.Div. = 15; M.A. = 10). A minimum of 3/6th of M.Div. and M.A. credit hours must be completed through instruction at the graduate seminary level. Advanced standing is granted for a specific required course in a degree program. Enrolling in that course will nullify the advanced standing action. Students taking a course for credit or enrichment may not take an advanced standing exam for that course. If they wish to receive credit for the course, they must retake the course for credit and pay full credit tuition.

ADVANCED SUBSTITUTES. The substitution of advanced divisional courses for required courses (no actual reduction in hours) may be granted in two ways: (1) transcribed courses from undergraduate studies that are equivalent to the appropriate Western Seminary courses; or (2) competency exams related to required Western Seminary courses. With respect to a transcribed course, advanced divisional course substitution will be granted if the undergraduate course(s) was at least 80 percent equivalent of the Western Seminary course, the student earned at least a grade of "B" in the specific course(s) under consideration, and the student has entered Western Seminary within five years of the time he or she completed the undergraduate course. The Registrar, in consultation with the division chair and/or the instructor who regularly teaches the course, will make this determination. Syllabi, textbooks, assignments, etc. may be required to determine the 80 percent equivalency.

Questions regarding advanced standing and advanced substitutes should be addressed to the Registrar.

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2/11/88

Date Issued: 3/2/2006 250100

IG GR Hrs Pts

Course ID Title

IG GR Hrs Pts GPA

Spring 2002 Semester (0121)
 NTS511S Foundational Greek & Lab
 OTS518S Exegesis, Legal Lit.
 Cum of Semester Hrs: 81 Cum GPA 3.75

Winter 2002 Semester (0123)
 P1S610S Expository Sermons
 Cum of Semester Hrs: 81 Cum GPA 3.84

Spring 2002 Semester (0123)
 CHS661W Christianity & WThought II
 OTS661K Text Crit, History of OT
 THS667 ThM Integrative Seminar
 Cum of Semester Hrs: 81 Cum GPA 3.38

(As advised)
Not a transcript
OT S Seminars
ThM Sem
Christianity & WThought

GR A 4 10
 GR B+ 2 6.8
 Term Totals: 0 22.6 3.77
 GR ~~PW~~ 2 0
 Term Totals: 0 0 0.00
 GR ~~PW~~ 2 0
 GR ~~PW~~ 2 0
 GR ~~PW~~ 2 0
 Term Totals: 0 0 0.00
 Level 500 Totals: 78 247 3.63
 Level 600 Totals: 3 8 1.00
 Transcript Totals: 81 255 3.36

Total Hours: 81

Diploma for Non-Studentile reasons effective Aug 16, 2002
 REMOVE COMPLETELY

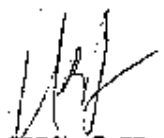

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 2/14/06

EXHIBIT C

Western Seminary does not contend that Randy Chapel hacked into, infiltrated, damaged, or harmed its computer system.

Dated: March 14, 2006

WESTERN SEMINARY

By Bert Downs
BERT DOWNS
President

[Handwritten signature]
3/14/06

EXHIBIT D

Western Seminary does not contend that Randy Chapel engaged in non-consensual sex or that Randy Chapel did not seek appropriate pastoral counseling.

Dated: March 14, 2006

WESTERN SEMINARY

By Bert E. Downs
BERT DOWNS
President

[Signature]
3/14/06

EXHIBIT E

Western Seminary was involved in litigation with Randy Chapel, which litigation was settled. Mr. Chapel and Carol Nye Wilson agreed that they will not interfere with Dean Korch's public speaking or other professional engagements and will not interfere with or comment upon the fact that any institution is seeking to or has engaged Dean Korch for such purposes.

[Handwritten signature]
3/14/04

DATED: March 14, 2006

Randy Chapel
Plaintiff RANDY CHAPEL

DATED:

CAROL NYE WILSON

DATED:

Defendant WESTERN SEMINARY, an Oregon non-profit corporation

March 14, 2006

By: Butch Downs
Its: PRESIDENT

DATED: March 14, 2006

Lynn Ruark
Defendant LYNN RUARK

DATED: March 14, 2006

Gary Tuck
Defendant GARY TUCK

DATED: March 14, 2006

Steve Korchi
Defendant STEVE KORCHI

Butch Downs
3/14/06

MAR-14-2006 18:13

HAWKINS COUNTY NH

4086927569 5/10/16

DATED: March 14, 2006 Randy Chapel
Plaintiff RANDY CHAPEL

DATED: March 14, 2006 Carol Nye Wilson
CAROL NYE WILSON

DATED: Defendant WESTERN SEMINARY, an Oregon non-profit corporation

March 14, 2006 By: Scott G. Towne
his: PRESIDENT

DATED: March 14, 2006 Lynn Ruark
Defendant LYNN RUARK

DATED: March 14, 2006 Gary Tuck
Defendant GARY TUCK

DATED: Steve Korch
Defendant STEVE KORCH

Wol
3/14/06