

ROBERT BROWN LIVING TRUST AGREEMENT

This Trust Agreement is entered into by ROBERT BROWN, of Los Angeles County, California as Settlor, and ROBERT BROWN as trustee, hereafter referred to as the "Settlor" or "trustee," depending on the context.

This trust may be referred to as the "ROBERT BROWN LIVING TRUST."

ARTICLE 1 DECLARATIONS

1.1 Family Information. The Settlor is single and has two children, PAUL BROWN and BARBARA BROWN. All references in this Trust to "Settlor's children," "children of Settlor" or any similar term shall mean and be limited to these named children and any other children hereafter born to or adopted by Settlor.

1.2 Addition of Property. The Settlor intends to transfer and deliver property to the trustee, as listed on the Schedule of Trust Assets attached hereto and incorporated herein by reference (hereafter the "trust estate"). Other property acceptable to the trustee may be added to the trust at any time, by any person, either during lifetime or at death. Such additional property, upon its receipt and acceptance by the trustee, shall become a part of the trust estate and an amendment to the Schedule of Trust Assets shall not be required.

ARTICLE 2 ALLOCATION AND DISPOSITION OF THE TRUST ESTATE

2.1 While Settlor Is Living. While Settlor is living, the trust estate shall be held, administered and distributed as provided below.

(a) The trustee shall pay to Settlor, or shall apply for Settlor's benefit, as much of the income or principal of the estate as the trustee, in the trustee's discretion, determines to be appropriate for the Settlor's support, health, comfort and well-being.

(b) In addition, at the written request of Settlor delivered to the trustee, the trustee shall pay to Settlor, or shall apply for Settlor's benefit, as much of the income or principal of the estate as the Settlor requests. If the Settlor requesting a distribution is acting as trustee or co-trustee, a written request is not required.

(c) Any income of the estate that is not distributed pursuant to the provisions of this paragraph 2.1 shall be accumulated and added to principal.

2.2 Payment of Debts and Expenses. Upon the death of the Settlor, the trustee may, in the trustee's discretion, pay out of the Trust, the Settlor's debts, last illness and funeral expenses, other legal obligations, attorneys' fees and other costs incurred in administering the Settlor's estate, including a probate estate, if any.

2.3 Disposition of Trust Estate Upon the Death of Settlor. Upon the death of the Settlor, the trustee shall hold, administer and distribute the balance of the trust as follows.