

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, state bar number, and address):
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 ATTORNEY FOR (Name): Respondent, Gary Karlin Michelson

FOR COURT USE ONLY

FILED
 LOS ANGELES SUPERIOR COURT

JUL - 9 2003

JOHN A. CLARKE, CLERK
 BY MORRIS, DEPUTY

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
 STREET ADDRESS: 111 North Hill Street
 MAILING ADDRESS: 111 North Hill Street
 CITY AND ZIP CODE: Los Angeles, CA 90012-3107
 BRANCH NAME: Central

MARRIAGE OF
 PETITIONER: AMYANNE MICHELSON
 RESPONDENT: GARY KARLIN MICHELSON

JUDGMENT

Dissolution Legal separation Nullity
 Status only
 Reserving jurisdiction over termination of marital status
 Judgment on reserved issues
 Date marital status ends: JUL 09 2003

CASE NUMBER:
 BD 371364

1. This judgment contains personal conduct restraining orders modifies existing restraining orders.
 The restraining orders are contained on page(s) of attachment. They expire on (date):
2. This proceeding was heard as follows: default or uncontested by declaration under Fam. Code, § 2336
 contested
 a. Date: Dept.: Rm.:
 b. Judicial officer (name): Temporary judge
 c. Petitioner present in court Attorney present in court (name):
 d. Respondent present in court Attorney present in court (name):
 e. Claimant present in court (name): Attorney present in court (name):
 f. Other (specify name):
3. The court acquired jurisdiction of the respondent on (date): July 16, 2002
 Respondent was served with process Respondent appeared
4. THE COURT ORDERS, GOOD CAUSE APPEARING:
 - a. Judgment of dissolution be entered. Marital status is terminated and the parties are restored to the status of unmarried persons
 (1) on the following date (specify): JUL 09 2003
 (2) on a date to be determined on noticed motion of either party or on stipulation.
 - b. Judgment of legal separation be entered.
 - c. Judgment of nullity be entered. The parties are declared to be unmarried persons on the ground of (specify):
 - d. This judgment will be entered nunc pro tunc as of (date):
 - e. Judgment on reserved issues.
 - f. Wife's Husband's former name be restored (specify): Amyanne Cherie Burch
 - g. Jurisdiction is reserved over all other issues and all present orders remain in effect except as provided below.
 - h. This judgment contains provisions for child support or family support. Both parties must complete and file with the court a *Child Support Case Registry Form* (form FL-191) within 10 days of the date of this judgment. The parents must notify the court of any change in the information submitted within 10 days of the change by filing an updated form. The form *Notice of Rights and Responsibilities and Information Sheet on Changing a Child Support Order* (form FL-192) is attached.

4. i. A marital settlement agreement between the parties is attached.
- j. A written stipulation for judgment between the parties is attached.
- k. Child custody and visitation is ordered as set forth in the attached
- Marital settlement agreement, stipulation for judgment, or other written agreement.
- Child Custody and Visitation Order Attachment (form FL-341)
- Other (specify):
- l. Child support is ordered as set forth in the attached
- Marital settlement agreement, stipulation for judgment, or other written agreement.
- Child Support Information and Order Attachment (form FL-342)
- Non-Guideline Child Support Findings Attachment (form FL-342(A))
- Stipulation to Establish or Modify Child Support Order (form FL-350)
- Other (specify):
- m. Spousal support is ordered as set forth in the attached
- Marital settlement agreement, stipulation for judgment, or other written agreement.
- Spousal or Family Support Order Attachment (form FL-343)
- Other (specify):
- NOTICE: It is the goal of this state that each party shall make reasonable good faith efforts to become self-supporting as provided for in Family Code section 4320. The failure to make reasonable good faith efforts may be one of the factors considered by the court as a basis for modifying or terminating spousal support.
- n. Parentage is established for children of this relationship born prior to the marriage.
- o. Other (specify):

Each attachment to this judgment is incorporated into this judgment, and the parties are ordered to comply with each attachment's provisions.

Jurisdiction is reserved to make other orders necessary to carry out this judgment.

Date:

JUL 09 2003


JUDGE OF THE SUPERIOR COURT
SIGNATURE FOLLOWS LAST ATTACHMENT
RICHARD E. DENNER

5. Number of pages attached: 36

NOTICE:

Dissolution or legal separation may automatically cancel the rights of a spouse under the other spouse's will, trust, retirement benefit plan, power of attorney, pay on death bank account, transfer on death vehicle registration, survivorship rights to any property owned in joint tenancy, and any other similar thing. It does not automatically cancel the rights of a spouse as beneficiary of the other spouse's life insurance policy. You should review these matters, as well as any credit cards, other credit accounts, insurance policies, retirement benefit plans, and credit reports to determine whether they should be changed or whether you should take any other actions.

A debt or obligation may be assigned to one party as part of the dissolution of property and debts, but if that party does not pay the debt or obligation, the creditor may be able to collect from the other party.

An earnings assignment will automatically be issued if child support, family support, or spousal support is ordered.

Any party required to pay support must pay interest on overdue amounts at the "legal rate," which is currently 10 percent.

MARITAL SETTLEMENT AGREEMENT

THIS MARITAL SETTLEMENT AGREEMENT ("Agreement") is entered into at Los Angeles, California, on this 1st day of July, 2003, by and between GARY KARLIN MICHELSON, M.D. ("Husband") and AMYANNE MICHELSON ("Wife"), also referred to as "the Party" or "the Parties."

1. **PARTIES.**

The Parties subject to and bound by this Agreement are Husband, GARY KARLIN MICHELSON, M.D., and Wife, AMYANNE MICHELSON.

2. **RECITALS.**

2.1. Each Party acknowledges and represents for himself/herself, for the other to rely upon in agreeing to this Agreement, that the following facts are true and correct:

2.2. Husband and Wife were lawfully married on January 30, 2000, at Salt Lake City, Utah, and ever since have been and now are husband and wife.

2.3. Husband and Wife entered into a Private Addendum to Michelson-Burch Antenuptial Agreement and Michelson-Burch Antenuptial Agreement on January 13, 2000 (collectively "Antenuptial Agreement"), the validity of which are hereby reaffirmed. The Parties each acknowledge and agree that said Antenuptial Agreement is valid. The Parties further acknowledge and agree that any income earned by either Party during marriage is that Party's sole and separate property, and the other Party waives any interest in same. Further, the Parties each acknowledge and agree that except as set forth herein, any property acquired by that Party prior to marriage and/or

during marriage from whatever source is the sole and separate property of the Party who acquired said property, and the other Party waives any interest in same.

2.4. For purposes of this Agreement, the Parties agree that the date of separation is June 3, 2002 ("Date of Separation").

2.5. On July 1, 2002, Wife filed an Amended Petition for Dissolution of Marriage in the Superior Court of the State of California for the County of Los Angeles, case number BD 371364.

2.6. Husband and Wife have been residents of the State of California for at least six (6) months and of the County of Los Angeles for at least three (3) months.

2.7. There are no children of the marriage.

2.8. Upon entry of the Parties' Judgment of Dissolution of Marriage ("Stipulated Judgment"), Wife shall return to her maiden name, Amyanne Cherie Burch.

2.9. By entering into this Agreement, the Parties intend to resolve all issues in this proceeding and to effect a complete and final settlement of the respective property rights, support, and other financial rights and obligations, and interests in claims between the Parties under the terms set forth herein. Further, this Agreement contains provisions which are a compromise of the respective claims of Husband and Wife.

2.10. Husband/Wife acknowledges for himself/herself that each has been advised by his or her respective counsel of record that he or she has had the opportunity to determine, both on a voluntary basis and through formal discovery procedures, all of the financial circumstances of the other, and the income which each is likely to derive from the property acquired by each hereunder. Each of the Parties

has warranted and represented that each Party desired a settlement of all of the matters set forth in this Agreement and that each Party has chosen not to exercise all of the formal or informal discovery rights available to him or her including, without limitation, serving special or family law form interrogatories, requests for production of documents, requests for admissions, issuing subpoenas, taking the depositions of one another or third parties, and/or obtaining expert appraisals of real, personal and/or business properties and assets.

2.11. Husband/Wife further acknowledges for himself/herself that each Party knowingly waives his or her rights to complete full discovery, both formal and informal, and to fully investigate the financial circumstances of the other Party prior to the execution of this Agreement. The Parties also acknowledge that by entering into a negotiated settlement of all financial issues between them, each has knowingly waived his or her right to a full evidentiary hearing on the merits with respect to those issues. The Parties further acknowledge that each has been advised by his or her respective counsel that the economic benefits conferred on each by this Agreement may be better or worse than the economic benefits that would be conferred after such a full evidentiary hearing. Nevertheless, both Parties have considered the risk of litigation and the costs thereof, and have decided that it is preferable to settle all the issues rather than to be subjected to the uncertainties associated with the litigation process.

2.12. Each of the Parties expressly waives and releases his or her rights to conduct any formal discovery prior to the execution of this Agreement, and each accepts the economic terms of this Agreement with full knowledge of their rights in light of the foregoing waiver.

2.13. Husband/Wife acknowledges for himself/herself, and for the other to rely upon in agreeing to this Agreement, that he/she approved this Agreement based upon his/her own understanding of his/her own circumstances and the circumstances of the other, and he/she is satisfied to rely on his/her own understanding of their respective circumstances.

2.14. Husband/Wife acknowledges for himself/herself, and for the other to rely upon in agreeing to this Agreement, that the other Party has not made any warranty or representation in any way affecting any aspect of this matter, unless expressly set forth in this Agreement.

2.15. Husband/Wife acknowledges for himself/herself, and for the other to rely upon in agreeing to this Agreement, that he/she has entered into this Agreement voluntarily and free of any fraud, duress or other undue influence.

2.16. Husband/Wife acknowledges for himself/herself, and for the other to rely upon in agreeing to this Agreement, that there is sufficient mutual consideration for him/her to enter into this Agreement.

2.17. Husband/Wife acknowledges himself/herself the he/she has been fully advised at all stages of this proceeding by competent counsel of his/her own choice. Husband is represented and has been advised by Lisa Helfend Meyer, Esq. of Lisa Helfend Meyer and Associates. Wife is represented and has been advised by Yardenna Hurvitz, Esq. of Law & Mediation Offices of Yardenna Hurvitz.

3. FINDINGS.

3.1. Irreconcilable differences have arisen between the Parties which have led to the irremediable breakdown of the marriage, making it impossible for the Parties to live together as husband and wife.

3.2. Husband and Wife each represent and warrant to the other that he or she is not aware of any obligations of Husband and Wife incurred prior to the date of their separation, other than the obligations described in this Agreement and/or set forth in the Parties' Declarations of Disclosures.

3.3. Upon execution of this Agreement, each Party is deemed notified and aware that even though an obligation is to be assigned to or assumed by one Party, in the event that such Party defaults on the contract or obligation, the creditor may have a cause of action against the other Party.

3.4. The Parties, with the advice of their counsel, have carefully considered that the absolute mutual waiver of spousal support as provided in Paragraph 9. may work a great hardship on Wife, but they nonetheless agree that they wish to waive for all time any spousal support rights either or both of the Party(ies) may have, and each Party knows, understands, and agrees that the Court will have no jurisdiction, once this Agreement is executed by the Parties, to modify, change, extend, alter, or amend in any manner the waiver of temporary and permanent spousal support obligations set forth in Paragraph 9. of this Agreement.

NOW, THEREFORE, in consideration of the Recitals stated above (which the Parties represent to be correct), in consideration of the mutual agreements and covenants herein set forth and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

4. **IDENTIFICATION AND DIVISION OF COMMUNITY PROPERTY.**

4.1. Based upon the Antenuptial Agreement of the Parties, Husband and Wife acknowledge and agree that there is no community property of the Parties subject to identification and division in their marital dissolution proceeding or any other proceeding, except as set forth in Paragraphs 4.2. and 4.3. Each Party hereby waives, releases, relinquishes and forbears from pursuing any and all claims for community property, now or at any time in the future, regardless of any circumstances which may occur in the future. Each Party specifically enters into this Agreement voluntarily, free from any duress, fraud, undue influence, coercion, or misrepresentation of any kind.

4.2. The following community property is hereby transferred and conveyed to Husband, together with all liabilities and obligations related thereto, which Husband shall assume, indemnify and hold Wife harmless therefrom:

4.2.1. Any joint bank accounts opened by Husband during marriage for the benefit of the Parties;

4.2.2. The entire interest in the real property located at 4728 Emerald Bay Drive, Arvin, California ("Arvin Property"), together with all liens and encumbrances thereon, which Husband shall assume, indemnify and hold Wife harmless therefrom. The Arvin Property is more particularly described as follows:

"Lot 13 of Tract 5451, in the unincorporated area of the County of Kern, State of California, as per Map recorded July 11, 1997 in Book 43, Pages 44 through 46 of Maps, and by Certificate of Correction recorded August 15, 1997 as Document No. 0197106480 of Official Records, in the Office of the County Recorder of said County.

EXCEPT All petroleum and other oils and minerals and all gas within the property hereinabove described, whether now known to exist or hereafter discovered; all oil, gas and other mineral rights belonging or appertaining to said property; the exclusive right to prospect for, drill for, produce, mine,

extract and remove oil, gas and other minerals upon, from and through said property; the exclusive right to inject in; store under and thereafter withdraw from said property oil, gas and other minerals and product thereof whether produced from said property or elsewhere; the exclusive right to drill and operate whatever wells, construct, operate, maintain and remove whatever other facilities and do whatever else may be reasonably necessary on and in said property for the full enjoyment and exercise of the rights so excepted and reserved; and the unrestricted right of ingress to and egress from said property for all such purposes; but Grantor and its successors and assigns, shall compensate Grantee and its successors and assigns, upon demand, for any and all damages caused to improvements and growing crops upon said property by the enjoyment or exercise of the rights so excepted and reserved in deeds recorded July 15, 1957 in Book 2816, Page 356 and June 17, 1957 in Book 2802, Page 410, both of Official Records.

By Quitclaim Deed recorded July 11, 1997 as Document No. 0197091104 and 0197091105 and 0197091106 of Official Records, all rights to the surface and the subsurface thereof to a depth of 500 feet below the surface was quitclaimed."

(1) Concurrently upon execution of this Agreement, Wife shall deliver to Husband a fully notarized Interspousal Transfer Deed or Quitclaim Deed in which she shall waive any interest to the Arvin Property. Wife shall execute any and all other documents or instruments necessary to transfer title of the Arvin Property to any entity designated by Husband concurrently upon the execution of this Agreement and payment by Husband to Wife of Two Hundred Fifteen Thousand Dollars (\$215,000), as set forth in Paragraph 5. herein.

(2) The transfer of the Arvin Property incident to the dissolution of marriage of the Parties is free from any tax consequences pursuant to Internal Revenue Code, Section 1041.

4.2.3. The entire one-third (1/3) community interest in the real property containing vacant land known as Lot 21 Paradise Lakes, Arvin, California

("Paradise Lakes Property"), together with all liens and encumbrances thereon, which Husband shall assume, indemnify and hold Wife harmless therefrom. The Paradise Lakes Property is more particularly described as follows:

"All that certain land described in Lot Line Adjustment 126-91 as evidenced by Certificate of Compliance recorded January 16, 1992 in Book 6619, Page 2182, of Official Records. Being a portion of Section 1, Township 32 South, Range 28 East, Mount Diablo Meridian, in the unincorporated area of the County of Kern, State of California, described as follows:

Beginning at the northeast corner of Parcel 4 of Parcel Map No. 6761 recorded in Book 29 of Parcel Maps at page 1, then South 00 degrees 31'25" West, a distance of 1492.04 feet, thence South 89 degrees 43'07" West, a distance of 1167.48 feet; thence North 00 degrees 29'25" East, a distance of 1492.02 feet, thence North 89 degrees 42'07" East, a distance of 1168.35 feet to the point of beginning.

Excepting therefrom that portion lying within the boundaries of Tract No. 5451 filed for record July 11, 1997 in Book 43 of Maps, Pages 44 through 46, Kern County Records.

Assessor's Parcel No: 445-011-55-00-3."

(1) Concurrently upon execution of this Agreement, Wife shall deliver to Husband a fully notarized Interspousal Transfer Deed or Quitclaim Deed in which she shall waive any interest to the Paradise Lakes Property. Wife shall execute any and all other documents or instruments necessary to transfer title of the Paradise Lakes Property to any entity designated by Husband concurrently upon the execution of this Agreement and payment by Husband to Wife of Two Hundred Fifteen Thousand Dollars (\$215,000).

(2) The transfer of the Paradise Lakes Property incident to the dissolution of marriage of the Parties is free from any tax consequences pursuant to Internal Revenue Code, Section 1041.

4.2.4. Any furniture, furnishings, appliances, and/or artwork in Husband's possession and/or control, including but not limited to the automobiles, Malibu boat, and trailer.

4.3. The following community property is hereby transferred and conveyed to Wife, together with all liabilities and obligations related thereto, which Wife shall assume, indemnify and hold Husband harmless therefrom:

4.3.1. Any furniture, furnishings, and personal property in Wife's possession and/or control, including but not limited to one wetsuit not yet in Wife's possession, which shall be provided to her upon both Parties' execution of this Agreement.

5. **NON-TAXABLE SETTLEMENT PAYMENT.**

5.1. In order to achieve a complete settlement of all other claims, rights and issues of every kind and nature existing between the Parties, including but not limited to Wife's waiver of spousal support, Husband shall pay to Wife the sum of Two Hundred Fifteen Thousand Dollars (\$215,000) ("Settlement Payment") upon both Parties' execution of this Agreement. Wife acknowledges that the total Settlement Payment was Two Hundred Fifty Thousand Dollars (\$250,000); however, Wife acknowledges that she received advances of Thirty-Five Thousand Dollars (\$35,000) prior to the execution of this Agreement; therefore, the balance of the Settlement Payment owed to her is Two Hundred Fifteen Thousand Dollars (\$215,000).

5.2. The Settlement Payment is non-taxable to Wife and non-deductible by Husband.

5.3. Husband has paid and shall continue to pay the following expenses on behalf of Wife, until the entry of the Parties' Stipulated Judgment, without his right to

reimbursement or deduction from the Settlement Payment; upon entry of the Parties' Stipulated Judgment, Husband's obligation to pay the following expenses on behalf of Wife shall terminate:

5.3.1. Existing automobile insurance;

5.3.2. Gasoline for automobile; and

5.3.3. Cellular telephone bill.

6. **WAIVERS AND GENERAL RELEASES IN CONNECTION WITH CLAIMS FOR REIMBURSEMENT.**

6.1. Except as set forth herein, all claims the Parties may have against each other, if any, and whensoever created or for whatever purpose incurred, are waived by the Parties, and the Parties waive, release, relinquish, and forbear from pursuing, any and all claims for reimbursement and credits, regardless of the nature or kind, including but not limited to the following:

6.1.1. Except as set forth in Paragraph 5., any and all claims for any settlement and/or equalizing payment from Wife to Husband or from Husband to Wife, for the division of property.

6.1.2. Claims for post-separation fair rental value or exclusive use and possession of real property.

6.1.3. Any and all claims for reimbursement pursuant to Family Code, Section 2640.

6.1.4. Pursuant to, but not limited to, Epstein (credits) (In re Marriage of Epstein (1979) 24 Cal.3d 76, 154 Cal.Rptr. 413) and its progeny:

(1) All rights to reimbursement for which a Party may be entitled to as a result of the payment of obligations since the date of separation, except as may be specifically provided to the contrary in this Agreement.

6.1.5. Pursuant to, but not limited to, Watts (charges) (In re Marriage of Watts (1985) 171 Cal.App.3d 366, 217 Cal.Rptr. 301) and its progeny:

(1) All rights to reimbursement for which a Party may be entitled to as a result of one Party's use of assets since separation, except as may be specifically provided to the contrary in this Agreement.

7. **CONFIRMATION OF SEPARATE PROPERTY.**

7.1. The following property is hereby confirmed to Husband as his sole and separate property, together with all liabilities and obligations related thereto, and Wife hereby disclaims and waives all right, title and interest in and to the following separate property assets:

7.1.1. Any and all gifts and bequests received by Husband alone, and not together with Wife, prior to marriage, during marriage and subsequent to separation.

7.1.2. All earnings and accumulations of Husband prior to marriage, during marriage and subsequent to separation.

7.1.3. Any and all bank accounts opened by Husband prior to marriage, during marriage and subsequent to separation.

7.1.4. Miscellaneous furniture, furnishings and appliances in Husband's possession and/or control.

7.1.5. Miscellaneous jewelry, antiques, art, and coin collections in Husband's possession and/or control.

7.1.6. Personal clothing and effects.

7.1.7. All tangible and intangible assets and property (including but not limited to all intellectual property rights and personal and/or professional goodwill), income, and liabilities set forth in Husband's Preliminary and Final Declarations of Disclosure served upon Wife's attorney on June 30, 2003 and attached hereto as Exhibit "A" and incorporated herein by this reference in which Husband has an interest, including but not limited to those identified in the Antenuptial Agreement, as well as those acquired by Husband during the Parties' marriage and subsequent to separation, along with all residual rights, profit participation, royalty payments, percentages, income, or ultimate litigation proceeds from any litigation (past, present, or future), and/or any other income from whatever source, including income derived directly or indirectly from Husband's work efforts prior to marriage, during marriage, or subsequent to separation.

(1) The Parties acknowledge that Exhibit "A" will not be filed with the Court as part of the Stipulated Judgment; notwithstanding same, the Parties acknowledge and agree that all of the contents included in Exhibit "A," which are a part of this Agreement, are confirmed to Husband as his sole and separate property.

(2) For purposes of this Agreement, "property" is defined and shall include, but not be limited to, any and all kinds of assets, rights, real, personal and mixed property, tangible and intangible property, causes of action, beneficial interests, expectancies, powers of appointment, gifts, inheritances, statutory interests, interests in revocable and irrevocable Trusts, income (as defined below) that has been received or accrued, or present or future interests in or rights to any of the foregoing items (whether legal or equitable, vested or contingent, and regardless of location),

whether or not any of the same are vested or accrued or become vested or accrued during the term of the marital relationship or thereafter. This definition expressly includes goodwill, including "professional or personal goodwill," "celebrity goodwill," and/or "executive goodwill."

(3) For purposes of this Agreement, "income" is defined and shall include, but not be limited to, income and other payments (whether paid in cash or in kind) derived from salary, bonuses, perquisites, and other compensation (of any type and in any form) for services rendered, deferred compensation, wagering, dividends, interest, rents, issues, profits, contributions to and withdrawals from pension, profit-sharing and other retirement plans, annuity payments, gains from the sale of real, personal and intellectual property, distributions from trusts and estates, residuals, syndication rights, all forms of royalties derived from intellectual property of any nature, including, but not limited to, rights in merchandising, name and likeness rights, rights of publicity, copyrights, renewal rights, termination rights, license fees, income derived from patents, refunds of federal, state local, and foreign taxes, proceeds from policies of life, disability, property or liability insurance, worker's compensation payments, judgments or settlements arising from litigation, rights to enjoy property, capital appreciation, capital gains on asset sales, tax benefits, discharges of indebtedness, use of property for less than adequate consideration, and distributions and/or profits from businesses, partnerships, joint ventures, corporations, limited liability companies, and other entities. The term "income" shall further include income that has been received, income that has accrued but has not been distributed, income that is subject to tax or not subject to tax, income resulting from reinvestment of prior income, and increases in the value of entities and other assets attributable to the efforts or expertise of a party.

7.2. The following property is hereby confirmed to Wife as her sole and separate property, together with all liabilities and obligations related thereto, and Husband hereby disclaims and waives all right, title and interest in and to the following separate property assets:

7.2.1. Any and all gifts and bequests received by Wife alone, and not together with Husband, prior to marriage, during marriage and subsequent to separation.

7.2.2. All earnings and accumulations of Wife prior to marriage, during marriage and subsequent to separation.

7.2.3. Any and all bank accounts opened by Wife in her name alone prior to marriage, during marriage and subsequent to separation, including but not limited to the sum of Two Hundred Thousand Dollars (\$200,000), which Husband gave to Wife, tax-free, during marriage pursuant to the terms of the Antenuptial Agreement.

7.2.4. Miscellaneous furniture, furnishings and appliances in Wife's possession and/or control.

7.2.5. Miscellaneous jewelry, including but not limited to the diamond ring and earring set, and wedding band in Wife's possession and control and all other jewelry given to her by Husband, as well as art in Wife's possession and/or control.

7.2.6. Personal clothing and effects.

7.2.7. The 1999 Chrysler Prowler in Wife's possession and control;

7.2.8. The Dell computer in Wife's possession and control.

7.2.9. Residence located at 1724 North Rose Street, Burbank, California ("Wife's Property") which is presently in the names of both Parties, with Husband as a co-borrower on the Purchase Money Deed of Trust.

(1) Concurrently upon execution of this Agreement, Husband shall deliver to Wife a fully notarized Interspousal Transfer Deed or Quitclaim Deed in which he shall waive any interest to Wife's Property. Husband shall execute any and all other documents or instruments necessary to transfer title of Wife's Property to any entity designated by Wife concurrently upon the execution of this Agreement.

(2) The transfer of Wife's Property incident to the dissolution of marriage of the Parties is free from any tax consequences pursuant to Internal Revenue Code, Section 1041.

(3) Husband agrees to remain a co-borrower on said Purchase Money Deed of Trust along with Wife unless or until Wife refinances the property; however, Wife indemnifies, defends, and holds Husband harmless from any and all liability in connection with said Purchase Money Deed of Trust.

8. **DEBTS AND OBLIGATIONS.**

8.1. Assumption by Husband. Husband shall assume, indemnify, and hold Wife harmless from and against the following obligations:

8.1.1. All debts or obligations incurred by Husband prior to marriage, during marriage and subsequent to separation.

8.1.2. All debts from any obligations arising out of or relating to any separate and/or community property confirmed and/or awarded to Husband under the terms of this Agreement.

8.2. If any claim, action or proceeding is hereafter brought seeking to subject Wife to any liability of Husband, Husband shall, at his sole expense, defend, indemnify and hold Wife harmless against any such claim, action, liability or proceeding, whether or not well-founded, and pay the actual attorneys' and accountants' fees and costs, as well as any and all other costs she may otherwise incur on account thereof.

8.3. Assumption by Wife. Wife shall assume, indemnify, and hold Husband harmless from and against the following obligations:

8.3.1. Except as set forth herein, all debts or obligations incurred by Wife subsequent to separation, including but not limited to any and all credit card debts on her separate credit cards incurred after the Parties' date of separation and the Purchase Money Deed of Trust referenced in Paragraph 7.2.9. Wife expressly warrants and represents that she has not made any charges on the Parties' joint credit card of which Husband is not aware nor has she made any charges on the Parties' joint credit card without Husband's knowledge and consent. Upon entry of the Parties' Stipulated Judgment, Wife shall refrain from making any further charges on the Parties' joint credit cards, and Husband shall have the option of cancelling the joint credit card.

8.3.2. Except as set forth herein, all debts from any obligations arising out of or relating to any separate and/or community property confirmed and/or awarded to Wife under the terms of this Agreement.

8.4. If any claim, action or proceeding is hereafter brought seeking to subject Husband to any liability of Wife pursuant to Paragraph 8.3., Wife shall, at her sole expense, defend, indemnify and hold Husband harmless against any such claim, action, liability or proceeding, whether or not well-founded, and pay the actual attorneys'

and accountants' fees and costs, as well as any and all other costs he may otherwise incur on account thereof.

8.5. Debts Since Separation. Except for any debt or obligation of Wife and Husband created or assumed under this Agreement, including the expenses that Husband has agreed to pay on behalf of Wife pursuant to Paragraph 5.3., Wife and Husband, respectively, shall each assume, pay, indemnify and hold the other harmless, respectively, from all outstanding debts and obligations not otherwise paid, incurred by him or her, respectively to third parties, since and after the Date of Separation; and if any claim, action or proceeding is hereafter sought seeking to hold the other Party liable on account of such debts or obligations, the Party incurring such debt shall, at his or her sole expense, defend the other Party against any such claim, action or proceeding, and indemnify the other Party from any and all liability arising therefrom or relating thereto and shall further hold the other Party harmless from and against any and all costs and expenses, including reasonable attorneys' fees, relating thereto.

8.6. No Creation of Third Party Rights. Nothing contained in this Agreement shall be deemed to admit any liability to or create any right in any third party.

9. **MUTUAL WAIVER OF SPOUSAL SUPPORT.**

9.1. Husband's Waiver of Spousal Support. Husband waives, discharges and releases Wife from any and all claims for spousal support, alimony or maintenance of any kind, both temporary and permanent. Husband's waiver, discharge and release of Wife for any and all past, present and future claims for spousal support, alimony, or maintenance of any kind, both temporary and permanent, is hereby approved. Husband has been informed that he cannot at any time hereafter petition

the Superior Court of the State of California, or any other Court, in the future, for any spousal support, alimony, or maintenance of any kind, either temporary or permanent, from Wife. The Court shall have absolutely no power or jurisdiction to make any order for spousal support, alimony, or maintenance of any kind for Husband, whether as to amount and/or duration. Husband shall hereby forbear from seeking an order from any Court for spousal support, alimony, or maintenance of any kind, regardless of any future circumstance or change in the law.

9.1.1. Without his waiving the attorney-client privilege, Husband has consulted with his legal counsel concerning the meaning and importance of this spousal support waiver and the irrevocable and non-modifiable nature of the support termination provided herein. Husband fully understands that no change of circumstances or other event will permit or allow him to seek spousal support, alimony, or maintenance of any kind from Wife at any time in the future, after the date of execution of this Agreement. The waiver of spousal support provided herein is absolute. As of the date of execution of this Agreement, the right of Husband to ask for support from Wife and the power of any Court to order support payments, and the right of Husband to receive support payments is terminated forever.

9.2. Wife's Waiver of Spousal Support. Upon Wife's receipt of the Two Hundred Fifteen Thousand Dollar (\$215,000) Settlement Payment set forth at Paragraph 5.1., Wife waives, discharges and releases Husband from any and all claims for spousal support, alimony, or maintenance of any kind, both temporary and permanent. Wife's waiver, discharge and release of Husband for any and all past, present and future claims for spousal support, alimony, or maintenance of any kind, both temporary and permanent, is hereby approved. Wife has been informed that she

cannot at any time hereafter petition the Superior Court of the State of California, or any other Court, in the future, for any spousal support, alimony, or maintenance of any kind, either temporary or permanent, from Husband. The Court shall have absolutely no power or jurisdiction to make any order for spousal support, alimony, or maintenance of any kind for Wife, whether as to amount and/or duration. Wife shall hereby forbear from seeking an order from any Court for spousal support, alimony, or maintenance of any kind, regardless of any future circumstance or change in the law.

9.2.1. Without her waiving the attorney-client privilege, Wife has consulted with her legal counsel concerning the meaning and importance of this spousal support waiver and the irrevocable and non-modifiable nature of the support termination provided herein. Wife fully understands that no change of circumstances or other event will permit or allow her to seek spousal support, alimony, or maintenance of any kind from Husband at any time in the future, after the date of execution of this Agreement. The waiver of spousal support provided herein is absolute. As of the date of execution of this Agreement, the right of Wife to ask for support from Husband and the power of any Court to order support payments, and the right of Wife to receive support payments is terminated forever.

10. **WAIVER OF INTEREST IN EARNINGS AND ACQUISITIONS.**

10.1. The Parties agree that each shall own and hold all property confirmed by him or her under the terms of this Agreement, as well as all earnings, accumulations and other property acquired during marriage and after the Date of Separation and thereafter acquired as his or her sole and separate property, free from any claim of the other or of any creditor of the other by reason of the Community Property Laws of the State of California, or by reason of the Community Property Laws

of the State of California, or by reason of any other law or fact. No Party shall be liable for any debt or obligation of the other unless said debt and/or obligation is specifically imposed by the terms and provisions of this Agreement.

11. **RECIPROCAL WAIVER OF RIGHT TO INHERIT FROM THE ESTATE OF THE OTHER PARTY.**

11.1. In accordance with the Antenuptial Agreement, each Party reaffirms the effective and knowing waiver, releases and relinquishments of any and all rights under and pursuant to California Probate Code Section 141(a)(1) through (10), including:

11.1.1. Property that would pass from the decedent by intestate succession.

11.1.2. Property that would pass from the decedent by testamentary disposition in a will executed before the waiver.

11.1.3. A probate homestead.

11.1.4. The right to have exempt property set aside.

11.1.5. Family allowance.

11.1.6. The right to have an estate under Chapter 6 (commencing with Section 6600) of Part 3 of Division 6 of the California Probate Code.

11.1.7. The right to elect to make community or quasi-community property against the decedent's will.

11.1.8. The right to take the statutory share of an omitted spouse.

11.1.9. The right to be appointed as the executor or administrator of the decedent's estate.

11.1.10. An interest in property that is the subject of a non-probate transfer on death under Part 1 (commencing with Section 5000) of Division 5 of the Probate Code.

11.2. This Paragraph 11. is intended to comply with the provisions of Sections 142, 143, and 144 of the Probate Code of the State of California.

11.3. Wife shall designate a Party other than Husband as the beneficiary of any Individual Retirement Account maintained by Wife.

11.4. Husband shall designate a Party other than Wife as the beneficiary of any Individual Retirement Account maintained by Husband.

11.5. Pursuant to Probate Code, Section 141(b), each Party has waived and relinquished any and all rights to property that would pass to such Party upon the death of the other Party under a joint tenancy, a Totten-trust account, or a pay-on-death account created before the date of this Agreement.

11.6. Each Party has released, waived and relinquished any and all right to any of the following which he or she may have upon the death of the other Party under the laws of the state or county in which either Party dies, owns property, or is a resident or citizen (if other than the State of California).

11.6.1. A share of the decedent's separate property, quasi-community property, and marital property as determined under the laws of such jurisdiction; and

11.6.2. Right to a family allowance, probate homestead, dower, or its statutory equivalent, or any other statutory share of a surviving spouse provided under the laws of such jurisdiction.

12. **WAIVER OF DISCOVERY AND RELIANCE UPON OTHER PARTY.**

12.1. Neither Party desires to exercise any discovery rights, including but not limited to rights regarding depositions, interrogatories, rights to subpoena records, demands for inspection or document production, rights to real property and business appraisals, rights to actuaries, and any other discovery regarding the characterization, valuation, and division of property, the temporary and permanent award of spousal support, and all other issues. Each Party has waived all the foregoing rights, and each has specifically requested that their counsel not exercise such rights on their behalf. Both Parties knowingly, intelligently, and willingly waive the right to conduct discovery. Counsel for each Party has advised their respective clients that said counsel is not responsible with respect to the nature, extent, condition or value of any of the assets or obligations, confirmed or disposed of by way of this Agreement.

12.2. Husband/Wife acknowledges for himself/herself, and for the other to rely upon in agreeing to this Agreement, that he/she was made aware of his/her right to seek the Court's permission to conduct discovery, appraisals and other economic valuations, and he/she has voluntarily chosen not to do so and he/she has elected to proceed with the settlement contained in this Agreement without resort to any formal and/or informal discovery, appraisals or valuations, or with any legal proceedings, including trial.

12.3. Husband/Wife acknowledges for himself/herself, and for the other to rely upon in agreeing to this Agreement, that he/she approved this Agreement based upon his/her own understanding of his/her own circumstances and the circumstances of the other, and he/she is satisfied to rely on his/her own understanding of their respective circumstances.

12.4. Husband/Wife acknowledges for himself/herself, and for the other to rely upon in agreeing to this Agreement, that he/she relied solely on his/her own personal judgment as to all matters pertaining to the issues encompassed by this Agreement and he/she did not rely on any statement, warranty or representation of the other Party, or statement of any other person acting for or on behalf of the other, except as otherwise expressly set forth in this Agreement.

12.5. Husband/Wife acknowledges for himself/herself, and for the other to rely upon in agreeing to this Agreement, that the other Party has not made any warranty or representation in any way affecting any aspect of this matter, unless expressly set forth in this Agreement.

12.6. The Parties shall prepare and exchange their respective Preliminary and Final Declarations of Disclosure prior to their execution of this Agreement and the corresponding Stipulated Judgment.

13. **ADVICE OF COUNSEL AND PAYMENT OF ATTORNEY'S FEES AND COSTS.**

13.1. Husband has retained Lisa Helfend Meyer, Esq. of Lisa Helfend Meyer & Associates, duly licensed to practice in the State of California, to advise him in connection with this Agreement and the pending proceeding for dissolution of marriage. Husband shall pay his own counsel for professional services rendered and costs incurred in connection with the negotiation, preparation and execution of this Agreement and with respect to the pending proceeding for dissolution of marriage, and Wife has no obligation to pay any portion of said obligation.

13.2. Wife has retained Yardenna Hurvitz, Esq. of Law & Mediation Offices of Yardenna Hurvitz, duly licensed to practice in the State of California, to

advise her in connection with this Agreement and the pending proceeding for dissolution of marriage. Husband shall pay the reasonable fees of Wife's counsel for professional services rendered and costs incurred on behalf of Wife, in an amount not to exceed Fifteen Thousand Dollars (\$15,000), in connection with the negotiation, preparation and execution of this Agreement and with respect to the pending proceeding for dissolution of marriage, and Husband has no obligation to pay any portion of said obligation in excess thereof.

13.3. If either Party fails to perform his or her respective obligations under and pursuant to this Agreement, and the other is thereby required to incur attorneys' fees, accountants' fees, or other fees or costs, then either Party shall be entitled to apply to any Court of competent jurisdiction for such fees and costs against the other Party. The same right shall apply in the event either Party has breached any warranties or representations contained in this Agreement.

14. **EXECUTION OF FURTHER DOCUMENTS.**

14.1. Each Party shall execute promptly all documents and instruments necessary or convenient to vest titles and estates as provided in this Agreement to effectuate its purpose and intent. Notwithstanding the failure or refusal of either Party to execute any such instrument, this Agreement shall constitute a complete transfer and conveyance of the properties designated as being transferred, conveyed or signed by each Party, if any.

15. **CONFIDENTIALITY AGREEMENT.**

15.1. Any and all information concerning any assets or property and/or debts or obligations which is the subject of this Agreement or is referred to in this Agreement, including but not limited to, the identification, value or nature of property, or

the income or expenses of the Parties, as well as the terms and existence of this Agreement, and of any other communications or documents relating to the information as contained in this Agreement ("Confidential Information") is confidential. The Parties agree not to divulge any Confidential Information to any person or entity, and each is ordered to instruct their attorneys and all other persons acting on their behalf in this matter forthwith not to divulge any Confidential Information to any person or entity.

15.2. In the event Wife or her attorney(s) is subpoenaed or requested by other legal process to produce or disclose any of the Confidential Information or any documents or writings relating to the information contained in this Agreement, Wife or her attorney(s) shall notify Husband or his attorney(s) immediately upon receipt of such subpoena or legal process of the request to produce information, and Husband or his attorney(s) shall take whatever steps necessary to oppose production or disclosure of such Confidential Information. Wife and/or her attorney(s) shall cooperate and participate actively to the extent necessary in opposing the production or disclosure of such information, and Husband shall pay any and all costs necessary for Wife and her attorney(s) to oppose such production of Confidential Information.

15.3. Nothing contained herein shall prohibit either Party from disclosing the contents of this Agreement to his or her attorneys, accountants, or financial advisors. Such disclosure may be made only on the condition that such attorneys, accountants and financial advisors agree and are bound by the provisions of this Paragraph not to disclose Confidential Information.

15.4. Neither Party shall give any interviews, write any letters, books or articles, nor take any other actions that relate to either the Parties' relationship and/or marriage, that directly or indirectly injure the reputation of the other Party. The Parties

expressly agree to relinquish their First Amendment rights to make negative statements in public about the Parties' relationship and/or marriage, to the extent permissible under the law.

15.5. Each Party agrees that if the other Party asks for an order of the Court seeking a fair enforcement of the terms of this provision, such Party shall join in and not contest the request for such order, including an order enjoining both Parties from violating any or all of the terms of this Paragraph or from taking any particular action that would be likely to violate the terms or intent of any provision of this Paragraph.

16. **MISCELLANEOUS PROVISIONS.**

16.1. Waivers Re: Litigation in this Matter. Each Party waives the right to appeal, the right to request a Statement of Decision, the right to move for a new trial and the right to file a motion pursuant to Code of Civil Procedure, Section 473, as well as the time periods in which any of the above rights may be exercised.

16.2. Parties Bound. Unless specifically otherwise provided in this Agreement, the terms and provisions of this Agreement shall inure to the benefit of, and be binding upon, each Party and her/his respective heirs, successors, executors, administrators, conservators, guardians and assigns.

16.3. Construction of Agreement. This Agreement is prepared as a result of the joint efforts of counsel for Husband and Wife, and this Agreement is to be construed simply and fairly and not strictly for or against either of the Parties hereto in accordance with the ordinary and customary Rules of Construction. Each Party acknowledges, for himself/herself, that he/she has read this Agreement, has had a full and complete opportunity to discuss this Agreement with his/her lawyers, that he/she

has done so, that he/she has had all questions answered with regard to the terms and provisions of this Agreement and its effect upon him/her and that he/she understands all of the terms hereof.

16.4. Scope of Indemnifications. All indemnifications under this Agreement include indemnification for attorneys' and accountants' fees and other costs and expenses reasonably incurred by the person in whose favor the indemnification exists. Where applicable, if interest and/or penalties have been assessed against an indemnified Party for an indemnified matter, the indemnitor shall be liable for the payment of all such interest and/or penalties.

16.5. Payment of Taxes on Assets Received. Each Party shall pay all taxes assessed against the property which is owned by such Party and which is confirmed as his/her separate property in this Agreement, and shall pay all costs of maintenance thereof, that are payable after the date of signing of this Agreement and he/she is ordered to indemnify and hold the other free and harmless therefrom.

16.6. Visitation with "Bull," the Dog. Wife shall have the option of visiting with "Bull" once a week for an overnight, at a time and place mutually agreed upon by the Parties.

16.7. Reservation of Jurisdiction. The Court shall only reserve jurisdiction to make such further orders, judgments and decrees as may be necessary or convenient to enforce, but not to alter or modify, the terms and provisions of this Agreement.

16.8. No Undue Influence and Sufficient Consideration. Each Party acknowledges for himself/herself upon entering into this Agreement (i) that he/she did not obtain any unfair advantage as a result of this Agreement; (ii) that there was

sufficient mutual consideration for him/her to agree to the terms and provisions of this Agreement; and (iii) that he/she was not under any undue influence or pressure in agreeing to the terms and provisions of this Agreement.

16.9. Signature by Attorneys. The signature of the attorneys for the respective Parties on this Agreement acknowledge their approval of this Agreement as to form only. No attorney is deemed to have expressed any opinion as to the substance of this Agreement by affixing her signature thereto. The signatures of the attorneys are not to be construed as an endorsement of any or all of the provisions of this Agreement.

16.10. No Waiver of Attorney-Client Privilege. Notwithstanding that the respective attorneys of the Parties have signed this Agreement, nothing contained in this Agreement shall be deemed to be a waiver of the attorney-client privilege or the attorney work product rule. All confidential communications between the Parties and their respective attorneys shall remain subject to the attorney-client privilege.

16.11. Knowing and Voluntary Waivers. Each of the waivers and releases set forth in this Agreement was knowledgeably and voluntarily given while each Party was represented by competent counsel, and there is good cause, and a factual basis, for said waivers and releases to be approved and accepted. By reason thereof, said waivers and releases are approved and accepted and, to the extent that subsequent action is required by either Party, to effectuate the purpose and intent of said waivers and/or releases, each Party shall take such action, and engage in such conduct, as will effectuate the purpose and intent of a waiver or release hereinabove set forth.

17. RELEASES.

17.1. Except with respect to the obligations created by or arising out of this Agreement, it is the intention of the Parties in executing the Agreement, and in paying and receiving the consideration called for by this Agreement, that this Agreement shall be effective as a full and final accord and satisfaction and mutual release of and from any claims, damages, debts, liabilities, accounts, obligations, costs, expenses, liens, accounts, and causes of action of every kind and nature whatever, whether now known or unknown, suspected or unsuspected. In furtherance of this intention, the Parties acknowledge that they each are familiar with California Civil Code, Section 1542, which 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."

With the exception only as to health-related issues (which is specifically excluded from the Parties' waiver of any benefits under California Civil Code, Section 1542), the Parties, and each of them, hereby waives and relinquishes any right or benefit that they have or may have under California Civil Code, Section 1542, or the law of any other jurisdiction to the same or similar effect, with respect to the subject matter of this Agreement. In connection with this waiver and relinquishment, the Parties, and each of them, acknowledge that they are aware that they or their respective attorneys may discover claims or facts in addition to or different from this which they now know or believe to exist with respect to the subject matter of this Agreement; but that their intention is to fully, finally and forever settle and release one another from any and all

claims, whether known or unknown, suspected or unsuspected, which now exist, may exist or existed, between the Parties, except as specified in this Agreement. The Parties further represent and warrant that they fully understand the meaning and effect of California Civil Code, Section 1542 and the effect on their respective legal rights of the waiver of this section of the Civil Code.

18. **EFFECT OF RECONCILIATION ON THIS AGREEMENT.**

18.1. Any reconciliation between the Parties shall not cancel, terminate or modify the force or legal effect of any provision of this Agreement dealing with the assets or obligations of either or both of the Parties. If the Parties reconcile, this Agreement shall continue in full force and effect until modified, altered, or terminated in writing and signed by each Party.

19. **ENTIRE AGREEMENT.**

19.1. This Agreement contains the entire agreement of the Parties and supersedes any previous discussions, negotiation or agreement between the Parties with respect to their marital dissolution. No other agreement, statement or promise made by or to either of the Parties or the agent or representative of either of the Parties shall be binding on the Parties unless it is in writing and signed by both of the Parties, or unless contained in an order of a court of competent jurisdiction.

20. **MARITAL SETTLEMENT AGREEMENT INCORPORATED INTO JUDGMENT.**

20.1. This Agreement, exclusive of Exhibit "A", shall be entered by the Court as the Stipulated Judgment of the Parties, and the Court shall retain jurisdiction to enforce, and may enforce, by any appropriate orders, including contempt, any and all provisions of this Agreement that requires either Husband or Wife to do anything after

the effective date hereof. Subsequent approval or lack of approval of this Agreement by the Court shall not affect the validity of this Agreement between Husband and Wife, and this Agreement shall be effective and operative as of the effective date specified in Paragraph 21. of this Agreement.

20.2. This Agreement shall be subject to, and interpreted under, the laws of the State of California.

20.3. Subsequent changes in California state and/or federal law, through legislation or judicial interpretation, that creates or finds additional or different rights and obligations of the Parties, shall not affect this Agreement.

20.4. No waiver of the breach of any of the terms or provisions of this Agreement shall be a waiver of any preceding or succeeding breach of the Agreement or any other provisions of this Agreement.

20.5. The captions of various paragraphs in this Agreement are for convenience only, and none of them is intended to be any part of the text of this Agreement, nor intended to be referred to in construing any of the provisions of this Agreement.

20.6. Husband and Wife further declare that there have been no promises or agreements by either Party to the other, except as set forth herein, that were relied upon by either Party as an inducement to enter into this Agreement, and that this Agreement has been entered into voluntarily, free from any duress, fraud, undue influence, coercion, or misrepresentation of any kind.

20.7. Each of the Parties acknowledges: (1) that the other Party has gained no advantage over him/her as a result of this Agreement; (2) that there is

sufficient consideration for each Party to enter into this Agreement; and (3) that neither Party was under undue influence to enter into this Agreement.

20.8. Husband and Wife each further acknowledge that notwithstanding their fiduciary relationship to one another pursuant to California Family Law: (1) that all negotiations leading to this Agreement were carried on at arms' length; (2) that the confidential relationship arising out of the marriage of the Parties did not exist during negotiations; and (3) that each Party recognized that his/her interests and the other Party's interests were adverse during such negotiations.

21. **EFFECTIVE DATE.**

21.1. The Parties have executed this Marital Settlement Agreement at Los Angeles, California, on June 30 + July 1, 2003. This Agreement is intended by the Parties to be effective as of July 1, 2003.

I, AMYANNE MICHELSON, WIFE, HAVE FULLY AND COMPLETELY READ THE FOREGOING AGREEMENT. I UNDERSTAND THE TERMS AND CONDITIONS OF THIS AGREEMENT. THIS AGREEMENT REPRESENTS MY UNDERSTANDING OF OUR AGREEMENT FOR THE SETTLEMENT OF ALL MATTERS REFERRED TO THEREIN.

DATED: 6/30, 2003


AMYANNE MICHELSON ("Wife")

I, GARY KARLIN MICHELSON, HUSBAND, HAVE FULLY AND COMPLETELY READ THE FOREGOING AGREEMENT. I UNDERSTAND THE TERMS AND CONDITIONS OF THIS AGREEMENT. THIS AGREEMENT REPRESENTS MY UNDERSTANDING OF OUR AGREEMENT FOR THE SETTLEMENT OF ALL MATTERS REFERRED TO THEREIN.

DATED: 7/1, 2003


GARY KARLIN MICHELSON ("Husband")

ATTORNEY CERTIFICATION

The undersigned hereby certifies that she is an attorney at law duly licensed and admitted to practice in the State of California; that she has been employed by and compensated by Husband, one of the Parties to the foregoing Agreement; that she has advised and consulted with Husband in connection with his property rights and has fully explained to him the legal effect of the foregoing Agreement and the effect which it has upon rights otherwise obtaining as a matter of law; that Husband, after being duly advised by the undersigned, acknowledges to the undersigned that he understood the legal effect of the foregoing Agreement and Husband executed the same freely and voluntarily.

It has been acknowledged and agreed between the Parties that this Attorney Certification is not intended to be and is not a waiver of the attorney-client privilege.

Dated: 7-1, 2003

LISA HELFEND MEYER & ASSOCIATES

By: 
LISA HELFEND MEYER

ATTORNEY CERTIFICATION

The undersigned hereby certifies that she is an attorney at law duly licensed and admitted to practice in the State of California; that she has been employed by and compensated by Wife, one of the Parties to the foregoing Agreement; that she has advised and consulted with Wife in connection with her property rights and has fully explained to her the legal effect of the foregoing Agreement and the effect which it has upon rights otherwise obtaining as a matter of law; that Wife, after being duly advised by the undersigned, acknowledges to the undersigned that she understood the legal effect of the foregoing Agreement and Wife executed the same freely and voluntarily.

It has been acknowledged and agreed between the Parties that this Attorney Certification is not intended to be and is not a waiver of the attorney-client privilege.

Dated: 6/30, 2003

LAW & MEDIATION OFFICES OF
YARDENNA HURVITZ

By: 

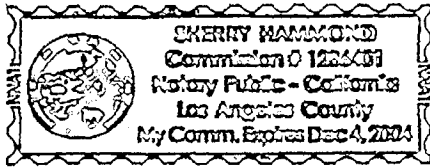
YARDENNA HURVITZ

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
 County of LOS ANGELES } ss.

On 6/30/03 before me, Sherry Hammond
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
 personally appeared AMYANNE MICHELSON
Name(s) of Signer(s)

personally known to me
 proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal
Sherry Hammond
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

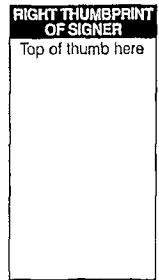
Description of Attached Document

Title or Type of Document: _____
 Document Date: _____ Number of Pages: _____
 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____
 Individual
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Attorney-in-Fact
 Trustee
 Guardian or Conservator
 Other: _____

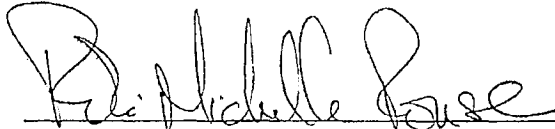
Signer Is Representing: _____



STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES) ss.

On July 1, 2003 before me, the undersigned, a Notary Public in and for said State, personally appeared GARY KARLIN MICHELSON, ~~known to me or~~ proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same.

WITNESS my hand and official seal.



Notary Public in and for said County and State





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