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PRENUPTIAL A G R E E M E N T

THIS AGREEMENT made this.....day of..... 20..., between **W** of..... residing at _____ and **A** of _____; (referred to as the "Parties")

W I T N E S E T H:

WHEREAS, marriage is contemplated by W and A; and

WHEREAS, the Parties wish to define and determine their respective rights and obligations with respect to his or her own property and the property of the other in the event of a dissolution of their marriage regardless of whether their property rights are to be governed by the laws of the.....or any other domestic or foreign jurisdiction; and.

WHEREAS the Parties, to the extent, as set forth herein, wish to relinquish any and all rights that either of them may have in the other's separate property as specifically set forth and defined herein, whether acquired prior or subsequent to the marriage; and

WHEREAS the Parties hereto have had the opportunity to fully, separately, and independently be apprised and advised of their respective legal rights, remedies, privileges, and obligations that but for this Agreement, will arise out of the marital relationship or otherwise, by counsel of their own choice and selection; and

WHEREAS, the Parties each warrant and represent to the other that they and each of them, fully understand all the terms, covenants, conditions, provisions and obligations incumbent upon each of them by virtue of this Agreement to be performed or contemplated by each of them hereunder, and each believe the same to be fair, just, reasonable and to his or her respective best interests.

NOW, THEREFORE, in consideration of the premises and of the covenants, promises and waivers contained herein, the Parties mutually agree as follows:

ARTICLE I

CONTINGENT AGREEMENT

This agreement is contingent upon the Parties' contemplated marriage. In the event the marriage does not occur, then this Agreement shall be null and void and of no force or effect.

ARTICLE II

PREAMBLE

The Parties agree that the Preamble is incorporated herein by reference with the same force and effect as if fully set forth herein at length.

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ARTICLE III

SEPARATE PROPERTY

The following shall constitute the Parties' Separate Property:

The property listed on Schedule A as A's property and on Schedule B as W's property, which schedules are annexed hereto and made part hereof.

All property defined as Separate Property under the..... Law of the State of.....including property acquired prior to the marriage or by bequest, devise, descent or gifts from third Parties or interspousal gifts.

Compensation (damages) for personal injury, regardless of when and how suffered, including for pain and suffering, disability, disfigurement, lost wages and earning capacity, and punitive damages.

Property acquired after a Termination Event as defined in Article V herein.

All property purchased with or exchanged for Separate Property shall remain Separate Property.

The appreciation in value, income, and profits derived from Separate Property, whether by way of sale, exchange, investment, reinvestment or otherwise shall be and remain Separate Property regardless of the "active" or "passive" nature of said Separate Property and regardless of any direct or indirect contribution or effort of the other Party to the maintenance or appreciation of said Separate Property. Joint use of Separate Property or use of Marital Property to maintain Separate Property shall not give rise to joint ownership of such Separate Property or convert it to Marital Property unless such property is placed in joint names or the Parties agree in a writing executed with the same formality as this Agreement. Separate Property used to acquire jointly-owned property will be returned and credited to the Party or Parties that contributed to the purchase of the jointly-owned property, upon a sale of said property or upon the occurrence of a Termination Event as defined below.

With respect to premises _____, which apartment is A's separate the property, the Parties agree that if apartment ____ is sold and a new apartment is purchased and the title is taken in A's name alone, or with W jointly or with any other person or person ("New Home"), New Home, together with improvements shall be A's Separate Property. Thereafter, if New Home is sold and the Parties purchase a subsequent home (apartment or house) and use the proceeds of the sale of New Home to purchase any other future residence(s) in which title is taken in joint names or as tenants by the entirety, upon a "Termination Event", A shall be entitled to the return of the proceeds of the sale of New Home, minus any monetary contributions from W. The difference between the proceeds of the sale of the subsequently acquired apartment or home and of New Home, if any, shall be shared fifty (50%) percent to W and fifty (50%) percent to A.

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The Parties acknowledge and agree that A owns fifty-one (51%) percent of his business which is known as _____ LLC (“_____”). _____ is located at _____. A's ownership interest in _____ is his separate property and W acknowledges it as such separate property. In the event that A acquires additional stock in _____ during the course of the marriage and prior to a Termination Event by purchase, gift or inheritance or if A purchases said stock with funds belonging to _____, his interest in _____ or personal funds he acquired before or during the marriage, A's increased ownership of _____ shall be and remain A's separate property.

Any and all retirement accounts, including but not limited to, pensions, 401(k) and IRA accounts, only to the extent of the value in such accounts obtained before the marriage (the “Pre-Marriage Value”) and the subsequent appreciation in value, if any, on such Pre-Marriage Value due to passive market forces.

If the Parties co-mingle any of their Separate Property such Separate Property shall not become Marital Property unless the Parties agree in writing that it becomes Marital Property or they place the co-mingled property in joint names or in a joint account.

The Parties agree that under no circumstances shall their Separate Property be considered Marital Property or community property or quasi-community property or otherwise, be subject to any claim or right of the other in the event of a Termination Event herein, but shall remain the Parties' Separate Property, notwithstanding any contrary provision of the law of any jurisdiction. Each of them shall own, hold and freely dispose of their Separate Property, wherever it may be situated and whether it is now owned by him or her or may hereafter be acquired by him or her, free from all rights of the other therein under the laws of any jurisdiction. Each of them hereby waives, renounces and releases any and all rights which he or she may have under the laws of any jurisdiction in and to the other's Separate Property in the event of a Termination Event, including, without limitation, rights to Marital Property, equitable distribution, a distributive share, community property, quasi-community the property, or any other rights, whether they be vested, contingent or inchoate.

ARTICLE IV

MARITAL PROPERTY

A. The following shall constitute the Parties' Marital Property:

All property acquired during the marriage until the occurrence of a Termination event that is not Separate Property as set forth in Article III above.

Except as provided for in Article III above, all property acquired by the Parties after the marriage and prior to the occurrence of a Termination Event whether the said property is, real, personal or mixed, and wherever situated.

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Except as otherwise provided herein, the voluntary contribution of Separate Property to acquire property in joint names with right of survivorship or as tenants by the entirety.

All property designated by the Parties as Marital Property in a written agreement, executed and acknowledged by the Parties with the same formality as required to conform with Section..... of the..... Law.

ARTICLE V

TERMINATION EVENT

Termination Event under this Agreement is defined to be the soonest occurrence of the following events:

The date on which a Party provides the other Party with written notice that he or she intends to dissolve the marriage. Said notice shall be delivered by..... Service by registered or certified mail, return, receipt requested or overnight courier with proof of delivery thereon.

The commencement of an action for divorce, separation or annulment.

The execution of a written separation agreement, executed in compliance with Section of the.....Law.

ARTICLE VI

RIGHTS OF THE PARTIES UPON THE OCCURRENCE OF A TERMINATION EVENT

In the event of a Termination Event:

The marital home shall be placed on the market for sale within one year from the date of the Termination Event and the net proceeds of the sale shall be distributed in accordance with the terms of this Agreement. W has the right to remain in the marital residence up to one (1) year following a Termination Event.

Each Party shall retain his or her Separate Property, and the other party agrees not to make any claim in or to such property. Each of the Parties hereby waives, releases, and renounces (notwithstanding any contrary provision of the law of any jurisdiction) any right to or interest in the other Party's Separate Property including, without limitation, an equitable distribution, a distributive share, or any other portion thereof or interest therein, whether as Marital Property, community property, quasi-community property or otherwise.

W shall be entitled to Maintenance in accordance with Section.....of the Law.

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Except as otherwise provided in this Agreement, all Marital Property as defined in Article IV of this Agreement shall be divided between the Parties in accordance with the Law of the in accordance with as it is presently constituted. The date of the occurrence of a Termination Event, shall for all purposes constitute the valuation date.

If, within thirty (30) days following a Termination Event, the Parties cannot agree on the value or how to effectuate the distribution of any or all of their Marital Property, then each asset in dispute will be sold at arm's length to a third party and the net proceeds of the sale divided equally between the Parties. If the Parties cannot agree on the sale price of the property and/or the method of sale, then within sixty (60) days of a Termination Event, each Party shall choose a qualified broker or appraiser. Each broker or appraiser shall seek to reach an agreement with the other as to the price and method of sale. If the two brokers or appraisers fail to agree within twenty (20) days of their appointment, the two brokers or appraisers shall choose a third broker or appraiser who shall sell the property for maximum price reasonably obtainable given the market conditions at the time of sale. The third broker's value or price will govern.

In the event that either Party shall die following the occurrence of a Termination Event, but prior to entry of a decree of dissolution of the marriage, Marital Property shall be divided between the surviving spouse and the deceased spouse's estate as set forth in this Agreement as if a decree of dissolution had been entered on the date of death of the deceased spouse.

ARTICLE VII

DISCLOSURE OF ASSETS

Each Party confirms that he or she has received sufficient financial disclosure of the other Party's assets from the other Party and such other Party's attorneys, that the other Party offered to respond fully and directly to all questions such Party and such Party's attorneys might have concerning such financial information, that such Party regards such information and the information set forth on Schedules A and B attached hereto, as sufficient disclosure, both in form and substance, and that, upon the advice of such Party's independent counsel, such Party is fully aware of and understands all of the rights which he or she is surrendering or releasing pursuant to this Agreement. Each Party agrees that to the extent that any assets, income or liabilities have not been disclosed for any reason to either of them, knowledge of such additional assets or liabilities would not be relevant in their determination to enter into this Agreement and to be married, and shall be no bar to the enforcement of this Agreement or any provision hereof because of their knowledge of the assets and liabilities that have been disclosed are sufficient basis for this Agreement.

ARTICLE VIII

GOVERNING LAW

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The Parties hereto agree that all questions arising under or with respect to this Agreement and its interpretation or enforceability shall be governed by the substantive laws of the (without considering or applying the conflicts of law principles of any state). The Parties agree that.....law shall govern the interpretation and enforceability of this Agreement regardless of where the Parties shall live from time to time during the marriage or at the time of its dissolution.

ARTICLE IX

VOLUNTARY EXECUTION

Each Party acknowledges that this Agreement is fair and equitable, that it is being entered into voluntarily and that it is not the result of any duress or undue influence. Each Party has read this Agreement prior to its execution, understands it and is fully aware of the rights that he or she is or may be released pursuant to the terms of this Agreement.

ARTICLE X

ENTIRE UNDERSTANDING OF THE PARTIES

This Agreement sets forth the entire understanding of the Parties and supersedes all other agreements, written or oral, between the Parties, including, without limitation, any implied or other agreements arising in connection with any period of cohabitation. The Parties affirm that no agreements have been entered into between them prior to the date of this Agreement. Neither Party has relied upon any representation of the other Party except such as are specifically mentioned in this Agreement.

Each of the Parties acknowledges and confirms that both Parties actively participated equally in the negotiation of this Agreement, and should any ambiguities exist in this Agreement, the same shall not be constructed against the Party whose attorneys prepared the initial draft of this Agreement

Neither Party shall make an application in or to any court or tribunal inconsistent with the provisions thereof and, in the event of a separation or divorce of the Parties or other dissolution of the Parties' marriage, the provisions hereof shall be incorporated but not merged in such divorce decree.

ARTICLE XI

AMENDMENT OR REVOCATION

This Agreement may not be amended or revoked except by an instrument in writing signed by both of the parties and acknowledged and witnessed with the same formalities of this Agreement, expressly modifying or revoking one or more or all of the provisions of this Agreement.

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ARTICLE XII

BINDING EFFECT

All of the provisions of this Agreement shall inure to the benefit of and be binding upon the Parties and their respective heirs, issue, next of kin, distributees, executors, administrators, legal and personal representatives, successors and assigns.

ARTICLE XIII

PARTIAL INVALIDITY

In the event that any term, provision, clause, subparagraph, paragraph, subdivision or section of this Agreement is declared illegal, void or unenforceable, it shall not affect or impair the other terms, provisions, clauses, subparagraphs, paragraphs, subdivisions or sections of this Agreement.

The doctrine of severability shall be applied. The Parties do not intend, by this statement, to imply the illegality, voidness or unenforceability of any term, provision, clause, subparagraph, paragraph, subdivision or section of this Agreement.

ARTICLE XIV

FURTHER DOCUMENTS

Each of the Parties without cost to the other, shall at any time, and from time to time, hereafter execute and deliver any and all further instruments and assurances and perform any act that the other party may reasonably request for the purpose of giving full force and effect to the provision of this Agreement

ARTICLE XV

LEGAL FEES AND INDEPENDENT COUNSEL

W declares that she has been represented by independent counsel in the negotiation and execution of this Agreement, having been represented by _____, and that she fully understands her legal rights and liabilities.

A declares that he has been represented by _____ and that he fully understands his legal rights and obligations. Each Party represents that he has carefully read this Agreement and understands its provisions.

A agrees that he shall be responsible for W's legal fees incurred in connection with the negotiation, preparation, and execution of this Agreement.

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If either party contests the validity of this Agreement or any provision thereof, that Party shall be responsible for the reasonable value of any legal services rendered on behalf of either Party by reason of the other Party's unsuccessfully contesting the validity of this Agreement or any provision hereof, whether such services arise out of court action or otherwise, and shall be paid by the Party unsuccessfully contesting the validity of this Agreement or any provision hereof.

IN WITNESS WHEREOF, the Parties have hereunto set their respective hands and seals as of the day and year first above written.

W

A

Witness as to Witness as to W

Witness as to Witness as to A

On this _____, before me, the undersigned, a Notary Public for said State, personally appeared W, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within the instrument and acknowledged to me that she executed the same in her capacity and that her signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

Notary Public

On this _____, before me, the undersigned, a Notary Public for said State, personally appeared A, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within the instrument and acknowledged to me that he executed the same in his capacity and that his signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

Notary Public

SCHEDULE A

Assets

- 1.
- 2.

Liabilities]

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1.

2.

SCHEDULE B

Assets

1.

2.

Liabilities

1.

2