

PRENUPTIAL AGREEMENT

BETWEEN

Patty Plaintiff

- and -

Danny Defendant

Dated:

W I T N E S S E T H:

THIS AGREEMENT is made and executed on the _____ th day of November, 2007, by and between Danny Defendant, (hereinafter referred to as "husband"), having an address at 45 River Road, East Brunswick, NJ, and Patty Plaintiff (hereinafter referred to as "wife"), and both parties hereinafter collectively referred to as "the parties";

WHEREAS, the parties are about to marry and in anticipation thereof they desire to fix and determine the rights and claims that will accrue to each of them in the property and the estate of the other by reason of the marriage and to accept the provisions of this agreement in full-discharge and satisfaction of such rights; and

WHEREAS, the said parties have represented to each other that they are legally free to marry, and, therefore, contemplate marriage to each other, such marriage to be solemnized in the near future; and

WHEREAS, each party enters into this Agreement with the full knowledge of the extent and approximate present value of all the property and estate of their other and of all the rights and privileges in and to such property and estate which would be conferred by law upon each in the property and estate of the other by virtue of the consummation of the proposed marriage if this agreement were not entered into; and

WHEREAS, each party has had the opportunity to obtain independent legal advice prior to the execution of this agreement, has been fully advised as to his or her rights hereunder and, in such absence of such an agreement, and with full knowledge of such rights, each is fully satisfied to enter into this agreement; and

WHEREAS, the parties desire to fix, limit and determine by this agreement, the interest, rights and claims which will accrue to each of them in the property and estate of the other by reason

of their marriage to each other and to accept the provisions of this agreement in lieu and in full discharge, settlement, and satisfaction of any and all interest, rights and claims which otherwise each might or could have, under the law, in and to the property and estate of the other, both before and after the other's decease;

NOW, THEREFORE, in consideration of the foregoing and intended to be legally bound hereby, the parties agree as follows:

1. Each party hereby acknowledges that he and she has had the opportunity to ascertain, has been informed by a full and frank disclosure of the other and is fully acquainted with and aware of all the income, property, net worth and financial circumstances of the other; that each has ascertained and weighed all the facts, conditions and circumstances likely to influence his or her judgment in all matters, embodied herein; and that each has given due consideration to all such matters and questions and clearly understands and consents to all of the provisions hereof and has had the benefit and advice of counsel of his or her own choice and is willing to accept the provisions of this agreement in lieu of all other rights. The parties do further warrant and represent that a schedule of the assets of each of them shall be attached to this agreement within 30 days of the signing of this agreement. Notwithstanding the fact that the said schedule is not attached, the parties do hereby warrant and represent that they have had full disclosure of the other party and are fully conversant and familiar with all of those assets.

2. Each party shall, during his or her lifetime, keep and retain sole ownership, enjoyment, control and power of disposal of all property of every kind and nature whatsoever, now owned or hereafter acquired by such party in the party's name alone and all increments thereto, free and clear of any interest, rights or claims of the other. Each party irrevocably authorizes the other to act as his or her attorney-in-fact, to join in the making, execution, acknowledgement and delivery of any deed, conveyance, transfer or assignment of any property of such other party in order that thereby the joinder, if necessary, may be made freely and without restraint Each party shall, upon the request of the other, execute, acknowledge and deliver to the other any and all instruments necessary or appropriate to carry into effect the purpose and intent of this agreement. Any increase in the value of assets held by the parties prior to the marriage shall be their sole and separate property and neither party shall make any claim to the increased value of pre-marital assets held by the other party.

3. The parties do mutually warrant and represent to each other that there are not joint assets currently held by them.

4. Any property acquired by the parties subsequent to the marriage shall be their sole and separate property if not taken

in joint names. If property is acquired in joint names or through joint contribution towards the purchase of any property by the parties, the parties agree that should that property be sold or disposed of, from the proceeds of the sale they shall each receive back their original investment in said property and any increase in the value of the property, over and above the original investment of the parties, shall be split in proportion to the amount the parties originally invested in said property.

5. In the event of an annulment, a separation, legal or by mutual agreement, of a pending or final divorce between the parties hereto, each agrees that there shall be no equitable distribution of the property of the parties under N.J.S.A. 2A:34-23 between them, but each shall keep and retain sole ownership, enjoyment, control and power of disposal of all property of every kind and nature whatsoever now owned or hereafter acquired by such party and all increments thereto free and clear of any interest, rights or claims of the other. Upon the happening of any of the aforesaid events in the immediately preceding sentence, each irrevocably waives any right, interest, claim or demand for any equitable distribution, and each shall retain the sole ownership, enjoyment, control and power of disposal of all property of any kind or nature whatsoever now owned or hereafter acquired and all increments thereto as if such parties had never been married.

6. This agreement shall become effective only in the event that the contemplated marriage between the parties hereto shall take place, and if such marriage shall not take place, this agreement in all respects be null and void.

7. This agreement contains the entire understanding of the parties. There are no representations, warranties, promises, covenants or undertakings, oral or otherwise, other than those expressly set forth herein.

8. This agreement shall inure to the benefit of and shall be binding upon the heirs, executors and administrators of the parties.

9. The invalidity of unenforceability of any provision, term or condition of this agreement shall not affect the validity or enforceability of all the other provisions, terms and conditions of this agreement.

10. This agreement is made in New Jersey and shall be construed and given effect in accordance with the laws and decisions of New Jersey.

11. The parties do mutually warrant and represent to each other that each has sufficient earnings to support themselves adequately in the event of an annulment, separation, legal or by mutual consent, or of a pending or final divorce between the parties hereto, and each party agrees that there shall be no claim for support from the other in order to maintain a lifestyle

such as they experienced while living together. The parties do warrant and represent that there may be a claim for support by the other to avoid said party becoming a public charge.

12. The parties mutually agree that all earnings and accumulations resulting from the other spouse's personal services, skills, efforts and work, together with all property acquired or income derived therefrom, shall be the separate property of the party to whom the earnings and income are attributable.

13. The parties do mutually warrant and represent to each other that whatever indebtedness they have at the time of the marriage shall be their sole and exclusive responsibility and they shall indemnify and hold harmless the other party for any indebtedness incurred previous to the marriage. The parties do further mutually warrant and represent that there shall be no debts incurred during the marriage for which the other may be held liable unless said indebtedness is in joint names and the parties do mutually warrant and represent to each other that they shall indemnify and hold harmless the other from any indebtedness or liability thereon incurred subsequent to the marriage unless jointly made.

14. The consideration for this agreement are contemplated marriage between the parties and the mutual promises contained herein.

15. Notwithstanding any of the provisions of this agreement, either party may, by appropriate written instrument only, transfer, convey, devise or bequeath any property to the other or nominate the other as executor of his or her estate. Neither party intends by this agreement to limit or restrict in any way the right to receive any such transfer, conveyance, devise or bequest from the other or to act as such executor if so nominated.

16. The parties do hereby acknowledge that the property located at 45 River Road, East Brunswick, NJ, is held in the name of Danny Defendant, and is his sole and exclusive property, acquired solely and individually prior to marriage and without contribution from Patty Plaintiff.

17. The parties agree that they shall file joint tax returns at the request of the other. It is further agreed and understood between the parties that should a joint tax return be filed, the tax burden and contribution towards payment of taxes for the party experiencing the lesser amount of income for the year in question greater than the tax said individual would have paid had he or she filed an individual return. Any refund arising out of the joint Federal and State declarations of estimated tax and tax returns the parties file under this agreement shall, after reimbursement of expenses to each party incurred in obtaining it, be apportioned between the parties in the same proportion as their respective contributions to tax payments are

allocated under this agreement.

The parties further agree to consult and cooperate in taking any steps reasonably necessary to obtain any refund to which they appear to be entitled. They also agree to consult and cooperate in taking steps reasonably necessary to obtain any refund to which they appear to be entitled. They also agree to share the reasonable expenses of obtaining the refund in the same proportion as their respective contributions to the tax payments under this agreement.

18. The parties do hereby acknowledge that they have each been independently represented with respect to the negotiations and preparation of this agreement and that they are satisfied with the services rendered to them by their attorney.

IN WITNESS WHEREOF, the parties have signed, sealed and acknowledged this Agreement on the day and year first above written.

STATE OF NEW JERSEY)
)
ss.)
)
COUNTY OF)

BE IT REMEMBERED that on this ____ th day of _____ 2007, before me, the subscriber, a Notary Public, personally appeared Patty Plaintiff, who, I am satisfied, is the person named in the foregoing Agreement, to whom I first made known the contents thereof, and thereupon he or she acknowledged that he or she signed, sealed, and delivered the same as his or her voluntary act and deed, for the uses and purposes therein expressed.

PATTY PLAINTIFF Date:

NOTARY PUBLIC Date:

STATE OF NEW JERSEY)

ss.)

COUNTY OF)

BE IT REMEMBERED that on this _____ th day of _____
2007, before me, the subscriber, a Notary Public, personally
appeared Danny Defendant, who, I am satisfied, is the person
named in the foregoing Agreement, to whom I first made known the
contents thereof, and thereupon he or she acknowledged that he or
she signed, sealed, and delivered the same as his or her
voluntary act and deed, for the uses and purposes therein
expressed.

DANNY DEFENDANT

Date:

NOTARY PUBLIC

Date:

SCHEDULE A

FINANCIAL DISCLOSURE OF HUSBAND

I. ASSETS

1. Real Estate Approximate Value

a.

b.

c.

2. Bank and Financial Accounts

a.

b.

c.

3. Trusts

4. Automobiles

5. Miscellaneous

a.

b.

c.

Total -

II. LIABILITIES

1. Debt Amount of Debt

a.

b.

III. INCOME

1. See attached 1996 Federal Income Tax Return and most recent pay stubs.

SCHEDULE B

FINANCIAL DISCLOSURE OF WIFE

I. ASSETS

1. Real Estate Approximate Value

a.

b.

c.

2. Bank and Financial Accounts

a.

b.

c.

3. Trusts

4. Automobiles

5. Miscellaneous

a.

b.

c.

Total -

II. LIABILITIES

1. Debt Amount of Debt

a.

b.

III. INCOME

1. See attached 1996 Federal Income Tax Return and most recent pay stubs.