

Postnuptial agreements between husband and wife and both releasing rights in each other's estate.

POSTNUPTIAL AGREEMENT

BETWEEN

Patty Plaintiff

- and -

Danny Defendant

Dated:

W I T N E S S E T H:

This agreement is made in the City of East Brunswick, County of Middlesex, State of New Jersey, between Danny Defendant, and Patty Plaintiff, who have been husband and wife since the date of their marriage on January 1, 2000. The above-named parties reside at 10 Maple Street, East Brunswick, NJ.

This agreement is made for the purpose of clarifying and establishing their respective property interests, without the intent of either party to obtain a divorce or legal separation.

STIPULATIONS OF PARTIES

1. A marriage has been solemnized between the parties on January 1, 2000, in the City of New Brunswick, Middlesex County, NJ.

2. Both parties are adults.

3. Each party stipulates that he or she has been fully advised as to rights in the property described in this agreement and that the legal consequences of the agreement and that the legal consequences of the agreement have been fully explained by legal counsel of his or her own selection.

4. Each of the parties desires to accord to the other the absolute and unrestricted privilege and power to dispose of any and all property on death which may belong to him or to her at that time.

AGREEMENT BETWEEN PARTIES

Pursuant to the purpose and intent of the parties as about stated, the parties agree as follows:

5. Each of the parties forever, waives, releases, and relinquishes any right or claim of any kind which either of them may have or will have in and to the estate, property, assets, or other effects of the other under any present or future law of the State of New Jersey or any other state or of the United States, and each of the parties forever waives, releases, and relinquishes any right or claim which he or she now has or may have pursuant to any present or future law of New Jersey or law of any other state or of the United States to elect to take against the will of the other, including any last will and testament now executed or which may be executed in the future, or any disposition of property made by the other during his her lifetime or otherwise.

Each of the parties will refrain from any actions or proceeding which may tend to avoid or nullify to any extent or in any particular the terms of any will of the other.

6. Each of the parties waives the right to letters of administration in the other's estate, and also waives all statutory allowances of any kind under any present or future law of New Jersey or any other state of the United States. This provision will not be construed as preventing either party from appointing the other as executor of his or her estate.

MISCELLANEOUS TERMS OF AGREEMENT

7. Independent Counsel: The parties acknowledge and represent that each has procured and been advised as to all aspects of this Agreement by independent counsel of his/her own choice. _____ having been represented by _____, Esq., with offices located at _____, and _____ having been represented by _____, Esq., with offices located at _____. The fact that _____'s attorneys actually prepared the initial draft of this typewritten Agreement shall have no bearing whatsoever on either party's decision to execute same and each party is satisfied that he/she has freely negotiated the contents hereof free from any improper persuasion or influence of the other or any third party. Both parties acknowledge and represent that their respective attorneys were selected freely, voluntarily, of their own free will, and free from any improper persuasion or influence of the other party or any third party.

8. Voluntary Execution: The parties each acknowledge and represent that this Agreement has been executed by them free from any improper persuasion, fraud, undue influence, or economic,

physical or emotional duress of any kind whatsoever asserted by the other or any third party.

9. Incorporation of the Within Agreement: The parties acknowledge and understand that this Agreement shall be offered in evidence in any proceeding instituted by either of the parties in any court of competent jurisdiction in which a determination of any aspect of the parties' relationship is sought and shall, subject to the court's approval, be incorporated in any order or judgment rendered in such proceeding.

10. Non-Merger: Notwithstanding its incorporation into any order or judgment entered by a court of competent jurisdiction, the provisions of this Agreement shall not merge with, but shall survive any such order or judgment in its entirety and shall remain in full force and effect, except as may be invalidated by a court of competent jurisdiction.

11. Validity and Enforceability of Agreement: The parties further agree that this contract is valid and enforceable in any action that may hereafter be commenced by either party in any jurisdiction.

12. Severability: In the event any provision contained in this Agreement, either in whole or in part, is deemed or held to be invalid or unenforceable by any court of competent jurisdiction, the remainder of any partially declared invalid or unenforceable provision and all other provisions of the Agreement shall, nonetheless, remain and continue in full force and effect.

13. Situs: The parties agree that the laws of New Jersey shall govern the execution and enforcement of this Agreement regardless of any jurisdiction wherein it may be presented as evidence.

14. Binding Effect: This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, executors and administrators.

15. Enforceability of Agreement: The parties agree that the within Agreement is enforceable in any court of competent jurisdiction and neither shall do anything to declare the Agreement or any of its provisions invalid or unenforceable. Should either party take any action to declare the Agreement or any of its terms invalid, said party shall indemnify the other for all reasonable expenses and costs, including attorneys' fees, incurred in successfully enforcing the Agreement.

16. Understanding of English Language: The parties represent and acknowledge that each can read and write the English language; that each has read this Agreement in its entirety independently and with the assistance of independent legal

