

Antenuptial Agreement

Agreement ("Agreement") made as of the _____ day of _____, 2005, by and between _____, residing at _____ Road, _____, _____ (hereinafter referred to as the "Groom") and _____, residing at _____ Road, _____, _____ (hereinafter referred to as the "Bride").

WITNESSETH:

Whereas, the parties hereto are contemplating marriage to each other;

Whereas, each of the parties has been previously married and each of the parties has issue from his or her prior marriage; and

Whereas, parties desire in advance of their marriage to settle their financial, property, and all other rights, privileges, obligations and matters with respect to each other arising out of the marital relationship and otherwise, as more particularly hereinafter provided, as permitted by Section 236, Part B, subdivision 3 of the Domestic Relations Law of the State of New York; and

Whereas, each of the parties hereto is represented by an attorney of his or her own selection, the Bride being represented by _____, Esqs., and the Groom being represented by _____, Esq., and each of the said parties having been fully informed by his or her counsel of all legal rights and responsibilities and each fully understanding same and the terms and conditions set forth in this Agreement;

Now, Therefore, in consideration of the premises, the forthcoming marriage of the parties and the mutual covenants and undertakings hereinafter set forth, the parties agree as follows:

ARTICLE I

The parties hereby acknowledge and agree that the Groom, prior to the making of this Agreement, acquired the items of property, real and personal, listed and described in Schedule A

annexed hereto. Schedule A is comprised of three tables: 1) Table 1 lists all accounts containing cash, mutual funds and marketable securities, and which are not tax deferred; 2) Table 2 lists all accounts containing cash, mutual funds and marketable securities, and which are tax deferred (e.g., pension accounts, IRA's, etc.); 3) Table 3 lists the Groom's business interests.

The Bride hereby acknowledges and agrees that all of the property listed in Schedule A is the separate property of the Groom, within the meaning of Section 236, Part B, of the Domestic Relations Law of the State of New York, as property acquired prior to the marriage of the Groom and the Bride and that, as such, ***such property is exempt from equitable distribution in the event of divorce or other judicial termination of the marriage between the Bride and the Groom. The Bride specifically waives and relinquishes, now and forever, any and all claims to the ownership of, or to any interest in any and all of such property.*** Without limiting the generality of the foregoing, the Bride waives and relinquishes, now and forever: (a) any claims to the present value of such property; (b) any claims, whether arising by operation of the Domestic Relations Law or otherwise, to any appreciation in the value of such property; and (c) any claims to the interest or income earned on such property. Except as otherwise expressly provided herein, any property acquired by the Groom with the use of, or in exchange for, any of the property listed in Schedule A annexed hereto, or any appreciation therein, shall remain the sole and separate property of the Groom; and the Bride waives and relinquishes, now and forever any claims to any appreciation and to the interest or income earned on such property.

ARTICLE II

The parties hereby acknowledge and agree that the Bride, prior to the making of this Agreement, acquired the items of property, real and personal, listed and described in Schedule B annexed hereto. The Groom hereby acknowledges and agrees that all of such property is the separate property of the Bride, within the meaning of Section 236, Part B, of the Domestic Relations Law of the State of New York, as property acquired prior to the marriage of the Groom and the Bride and that, as such, ***such property is exempt from equitable distribution in the event of divorce or other judicial termination of the marriage between the Bride and the Groom. The Groom specifically waives and relinquishes, now and forever, any and all claims to the***

ownership of, or to any interest in any and all of such property. Without limiting the generality of the foregoing, the Groom waives and relinquishes, now and forever: (a) any and all claims to all or part of the present value of such property; (b) any and all claims, whether arising by operation of the Domestic Relations Law or otherwise, to any and all appreciation in the value of such property; and (c) any and all claims to all or part of the interest or income earned on or by reason of such property. Any property acquired by the Bride with the use of, or in exchange for, any of the property listed in Schedule B annexed hereto or any appreciation therein, shall remain the sole and separate property of the Bride; and the Groom waives and relinquishes, now and forever: (a) any and all claims, whether arising by operation of the Domestic Relations Law or otherwise, to any and all appreciation in the value of such property; and (b) any and all claims to all or part of the interest or income earned on or by reason of such property.

ARTICLE III

Except as expressly provided to the contrary in this Agreement, in any matrimonial action, ***each of the parties hereby waives, releases and relinquishes any and all claims and rights (whether by equitable distribution or otherwise) that she or he may have by reason of status as spouse in and to any property that has been received by gift, devise or inheritance or otherwise acquired and held in the name of the other party (and any appreciation in value thereof),*** whether or not listed in Schedule A or B annexed hereto, and whether or not such property is defined as separate property or marital property pursuant to the Domestic Relations Law (or under any similar provision of any jurisdiction whatsoever). The parties agree that each shall retain ownership, control, and all beneficial interests in all property held in his or her own name. In addition, except as otherwise provided herein, each of the parties agrees that any property acquired by the other with the use of, or in exchange for, any separate property, whether or not listed in Schedule A or B annexed hereto, as well as any property acquired by the other with, or in exchange for, the appreciation in value of separate property, shall remain the sole and separate property of the party so acquiring the property. Each of the parties agrees, with respect to such property, and except as otherwise provided herein, to waive and relinquish, now and forever: (a) any and all claims, whether arising under the Domestic Relations Law or otherwise, to any and all property so acquired or exchanged; and (b) any and all claims to any and all appreciation in

the value of such acquired or exchanged property.

ARTICLE IV

A. The parties agree that the real property located at _____, which was purchased primarily with funds provided by the groom (and which currently carries a mortgage) was acquired for use as the parties' primary residence, and shall, regardless of the source of the funds used for such acquisition: (1) be owned jointly by both parties (with right of survivorship); and (2) constitute Marital Property belonging to both of the parties and in which both parties shall have equal interests.

B. If separate property is used to purchase property which is acquired for the primary purpose of the use and enjoyment in connection with the daily living activities of the parties (including but not limited to homes, clothing, automobiles, and home furnishings), the property so acquired shall be considered Marital Property belonging to both of the parties and in which both parties shall have equal interests.

C. The parties agree that, during such time as they are amicably married, they will each apply a sufficient part of their incomes, earned as well as unearned, towards either: (a) the payment of the parties' living expenses; and (b) to the extent that the contributions exceed the parties' living expenses, then to the creation of Marital Property. The parties recognize and agree that it is not presently practicable or desirable to quantify the allocation and contribution of income to be applied towards marital expenses and towards the creation of Marital Property. However, it is understood and agreed between the parties that they will periodically consult with each other as to their expenses and that all decisions shall be made in good faith.

D. In the event of divorce or other judicial termination of the marriage between the Groom and the Bride, all Marital Property (including the residence), together with any appreciation in the value thereof, shall be divided equally between the parties, with each party receiving fifty percent (50%) thereof.

E. In the event that one of the parties shall die, with the other party surviving, the Marital Property, together with any appreciation in the value thereof, shall become the sole and exclusive

property of the survivor. Each party agrees not to undertake any acts which would frustrate or impede the right of the other to obtain full ownership interest in the Marital Property, including any appreciation in the value thereof, upon his or her death.

ARTICLE V

A. Notwithstanding the above provisions set forth in Articles I, II and III, wherein both parties agreed, without limitation, to waive, release and relinquish any and all claims and rights (whether by equitable distribution or otherwise) that she or he may have under Section 236, Part B, subdivision 2 of the Domestic Relations Law of the State of New York, in and to any property to which title is held in the other's name, in the event of a separation or divorce any property that is held in the names of both of them jointly shall be divided equally.

B. In the event that the parties live separate and apart from each other because of marital difficulties, for a continuous period of at least two months: then the Groom agrees to make any principal and interest mortgage payments due during said period, if any, on any mortgage payment on the principal residence of the parties during such period of separation for a period of up to twelve (12) months, or until the dissolution of the marriage, whichever occurs first. Further, upon the dissolution of the marriage the parties agree that the Groom shall pay to the Bride, on the date of the termination of the marriage in accordance with the following schedule:

IF THE PARTIES HAVE BEEN MARRIED:	THE SUM OF:
Less than 2 years	[\$100,000.00]
More than 2 year but less than 10 years	[\$100,000.00 plus \$50,000.00 for every year of amicable marriage above 2 years]
More than 10 years	[\$500,000.00 plus \$75,000.00 for every year of amicable marriage above 10 years]

C Except as provided in Paragraph B of this article, each party shall waive, relinquish and release all rights and claims to be supported by the other party at any time during which the parties are living apart from each other because of marital difficulties or at any time after the dissolution of their marriage.

ARTICLE VI

The parties, having considered their respective financial circumstances, their respective present and future earning capacities, and the relevant factors for spousal support set forth in Section 236, Part B, of the Domestic Relations Law of the State of New York, hereby agree as follows with respect to maintenance in the event that the parties shall divorce or physically separate:

A. The Groom will neither seek nor require any alimony, maintenance or support for himself from the Bride and, therefore, no provision for alimony, support or maintenance for the Groom is made herein. The Groom hereby expressly waives and releases any and all claims to alimony, support or maintenance from the Bride to the maximum extent permitted by law, subject only to the provisions of Section 5-311 of the General Obligations Law of the State of New York, as it now exists or as it may hereafter be amended. The Groom agrees not to assert any claim for maintenance, permanent or temporary, in any matrimonial action that may be commenced by either party against the other.

B. The Bride will neither seek nor require any alimony, maintenance or support for herself from the Groom and, therefore, no provision for alimony, support or maintenance for the Bride is made herein. The Bride hereby expressly waives and releases any and all claims to alimony, support or maintenance from the Groom to the maximum extent permitted by law, subject only to the provisions of Section 5-311 of the General Obligations Law of the State of New York, as it now exists or as it may hereafter be amended. The Bride agrees not to assert any claim for maintenance, permanent or temporary, in any matrimonial action that may be commenced by either party against the other.

[NOTE: Notice that each party waives alimony, but not child support- you can't

waive child support!!!- ed.]

C. The parties hereby confirm that, in view of their respective financial circumstances, their respective property interests, and their respective incomes, and in view of the circumstances of their marriage and the other provisions of this Agreement, the provisions of this Article are accepted by each party as fair and reasonable at the time of the making of this Agreement and each party agrees never to assert to the contrary.

ARTICLE VII

In the event that the marriage shall terminate by reason of the death of either party:

(a) *Each of the parties hereby waives all right of election* to take against any Last Will and Testament or Codicil of the other, whether made before or after the date hereof or before or after their marriage. Without restricting the generality of the foregoing, said waiver shall apply with respect to dower, curtesy, statutory allowance and election under Section 5-1.1A of the Estates, Powers and Trusts Law of the State of New York (or under similar provisions of any other jurisdiction). Further each of the parties hereby waives and renounces any right to take any intestate share or statutory allowance of any kind in the estate of the other; and the right to Letters of Administration with respect to the Estate of the other, under the laws of the State of New York (or of any other jurisdiction).

(b) In the event that at the time of the Groom's death the Bride survives the Groom and the parties are not living separate and apart from each other due to marital difficulties for a period of at least two months prior to the Groom's death, then the Groom hereby agrees to provide (either by Will, Assignment in Trust, beneficiary designation or any other probate or non-probate transfer) for the Bride a sum equal to one-third (1/3) of all of the Groom's separate property, including all property enumerated in Schedule A, attached, or property acquired by the Groom with the use of, or in exchange for, any of the property listed in Schedule A or any appreciation therein. This provision is in addition to the ownership interest that the Bride will receive by right of survivorship in the property that is owned jointly by the

Groom and the Bride, including the interest in the marital residence that is owned jointly by the Groom and Bride.

ARTICLE VIII

Except as otherwise expressly provided herein, *the Groom shall have the right to dispose of his property by Last Will and Testament in such manner as he may, in his uncontrolled discretion deem proper, and with the same force and effect as if the Bride had died during his lifetime.* The Groom covenants that he will permit any Will of the Bride to be probated, and if she shall die intestate, will allow administration of her personal estate and effects to be taken out by the person or persons who would have been entitled thereto had he died during her lifetime.

ARTICLE IX

Except as otherwise expressly provided herein, *the Bride shall have the right to dispose of her property by Last Will and Testament in such manner as she may, in her uncontrolled discretion deem proper, and with the same force and effect as if the Groom had died during her lifetime.* The Bride covenants that she will permit any Will of the Groom to be probated, and if he shall die intestate, will allow administration of his personal estate and effects to be taken out by the person or persons who would have been entitled thereto had she died during his lifetime.

ARTICLE X

A. The parties hereto acknowledge that the Groom has been represented in the negotiations and discussions resulting in this Agreement by _____, Esq., _____ Avenue, _____, _____, an attorney of the Husband's own choosing. The parties hereto acknowledge that the Bride has been represented in the negotiations and discussions resulting in this Agreement by _____, Esq., _____ Avenue, _____, _____, attorneys of the Bride's own choosing. Each party shall be solely responsible for the payment of his or her own attorney's fees for services rendered in connection with the negotiation, preparation, and review of this Agreement. However, notwithstanding anything in this Article to the contrary, in the event that either party, or the estate of either party, shall default in any of his, her or its obligations under this Agreement, or if he or she or his or her estate shall challenge

unsuccessfully the validity of this Agreement or its interpretation, then that party, or estate of a party, shall be liable for the cost and expenses of the other party as a result thereof, including, but not limited to, reasonable attorney's fees and disbursements. Without limiting the generality of the foregoing, it is expressly understood and agreed that, in the event that a party is required to maintain any action or proceeding against the estate of the other party in order to enforce the provisions of the Agreement and prevails (either in whole or in substantial part) in such action or proceeding, then the estate of the other party shall be liable, in addition to such damages as may be awarded by the court, for the reasonable attorney's fees and disbursements incurred by the prevailing party in such action or proceeding.

ARTICLE XI

A. Each party is *fully informed* of the income, assets, property and financial prospects of the other. The Groom has provided the Bride with Schedule A annexed to this Agreement and the Bride has provided the Groom with Schedule B annexed to this Agreement. The Bride is relying upon the accuracy of the information set forth in Schedule A; the Groom is relying upon the accuracy of Schedule B.

B. Each party has had a full opportunity to consult, and each has in fact consulted, at length with his or her attorney regarding all of the circumstances hereof and acknowledges that this Agreement has not been the result of any fraud, duress, or undue influence exercised by either party upon the other, or by any other person or persons upon the other. Both parties acknowledge that this Agreement has been achieved after full inquiry into their respective financial circumstances, competent legal representation, and honest negotiations.

ARTICLE XII

(severability clause – ed.)

In case any provision of this Agreement should be held contrary to, or invalid under, the law of any country, state or other jurisdiction, such illegality or invalidity shall not affect in any way, any of the other provisions hereof, all of which shall continue, nevertheless, in full force and effect; any provision which is held to be illegal or invalid in any country, state or other

jurisdiction, shall, nevertheless, remain in full force and effect in any country, state or jurisdiction in which such provision is legal and valid.

ARTICLE XIII

Each of the parties acknowledges having read this Agreement and further acknowledges that it is entirely complete and embodies all of the understandings and agreements between the parties, and that no representations, agreements, undertakings, or warranties of any kind or nature have been made to the other party to induce the making of this Agreement, except as expressly set forth in this Agreement, and that each of the parties agrees not to assert to the contrary and avers that there is no other agreement, written or oral, existing between them. No oral statement or prior written matter outside of this Agreement shall have any force or effect. This Agreement shall not be amended, modified, discharged or terminated orally. Any waiver by either party of any provision of this Agreement, or of any right hereunder, shall not be deemed a continuing waiver, and shall not prevent or estop such party from thereafter enforcing such provisions or rights and the failure of either party to insist in any one or more instances upon the strict performance of any of the terms and provisions of this Agreement by the other party shall not be construed as a waiver or relinquishment for the future of any terms or provisions, but same shall continue in full force and effect.

In Witness Whereof, the respective parties above named have executed this Agreement as of the day and year first written above.

[Signature]

[Type Name]

[Signature]

[Type Name]