

Article 2

Separate Property Acquired Before Marriage

2.1 John's net worth, assets, and liabilities as of the Signature Date are detailed on Schedule "A" attached hereto and incorporated herein. John asserts that the values of the assets listed on Schedule "B" are approximations to the best of his knowledge. Furthermore, he affirms that, to the best of his knowledge, the fair market value of these assets and their listed values do not materially differ as of the Signature Date. John also confirms that the liabilities stated therein are accurate and comprehensive. All assets enumerated on Schedule "A" are and shall remain John's Separate Property, to which Mary renounces any claim or interest.

2.2 Mary's net worth, assets, and liabilities as of the Signature Date are detailed on Schedule "B" attached hereto and incorporated herein. Mary asserts that the values of the assets listed on Schedule "B" are approximations to the best of her knowledge. Furthermore, she affirms that, to the best of her knowledge, the fair market value of these assets and their listed values do not materially differ as of the Signature Date. Mary also confirms that the liabilities stated therein are accurate and comprehensive. All assets enumerated on Schedule "B" are and shall remain Mary's Separate Property, to which John renounces any claim or interest.

2.3 The parties recognize that a significant amount of time may pass between the signing of this Agreement and its enforcement. This Agreement is crafted to foresee and address this possibility. Consequently, the parties accept the risk of any intervening changes in circumstances, encompassing but not limited to, inflation, deflation, economic downturns, fluctuations in the parties' income or assets, substantial shifts in the Husband's financial status, illness, separation of the parties (whenever it may arise), relocation, political transformations, and alterations in legislation.

2.4 Each party acknowledges that:

The Schedule of Assets and Liabilities attached hereto as Exhibits may not accurately reflect the market value of the assets listed therein.

. The values listed on said schedules do not incorporate considerations of lack of marketability or control, nor do they include potential taxes that might be due on liquidation or other disposition.

Some or all of the assets owned by the other party may lack a readily ascertainable method for determining their market value.

The parties understand their respective right to a full and fair disclosure of the other party's financial condition.

The parties accept Schedules A and B as a full listing of assets owned by the other at the time of the marriage with the understanding that these are not detailed and complete inventories of all property owned by the parties and in some cases, may be the parties' best estimates of the fair market value of certain things including, but not limited to, the parties business interests.

The parties agree that the Schedules adequately satisfy their disclosure requirements and that failure by either party, upon consultation with counsel if retained, to conduct a full and detailed investigation shall not invalidate the terms of this Agreement.

The parties acknowledge that they would have entered the prospective marriage regardless of the financial status of the other party.

Article 3

Property Acquired after Marriage

3.1 The following types of property in addition to the property described in Schedule A and B,, whether acquired by such party in his/her name prior to or during the marriage and whether acquired or owned by such party directly or indirectly (through one or more entities, including but not limited to a chain of entities) shall be considered separate property;

Property, including bank accounts and all funds therein, owned or acquired by a party in their own name either before or after the Effective Date of this Agreement shall be considered as part of their individual assets.

Any current or future business or businesses in which either party has an ownership interest, inclusive of any appreciation in value occurring during the parties' marriage. Each party shall be solely responsible for all expenses and obligations in connection with each party's businesses and shall indemnify and hold the other harmless from and against all claims, demands or liability arising from the other party's use and/or ownership of each of their businesses.

All income and earnings of each party, including, but not limited to, earnings from employment, interest, dividends, and any other form of income; except such earnings that are deposited in a joint checking, joint savings or other joint financial account. If separate property is mistakenly deposited in a joint account, then the party who deposited the separate property shall have 90 days to withdraw that money and put the monies in their separate account.

Separate property contribution towards the acquisition of or improvement of jointly owned real property or amortization of mortgages thereto.

Income from such party's Separate Property and the proceeds of sale of such party's Separate Property, including interest, dividends, and any other form of income.

Property, or portions of property, as applicable, acquired in exchange for such party's Separate Property, with the income from such party's Separate Property, or with the proceeds of sale of such party's Separate Property.

Any interest in any retirement or pension plan, including, but not limited to, any defined benefit plan, defined contribution plan, annuity, money purchase plan, Keogh (H.R. 10) plan, individual retirement account, Roth IRA, 401(k) plan, or other retirement plan obtained before or after the Effective Date of this Agreement and any contributions to and appreciation thereof.

Compensation for such party's personal injury (including lost wages).

The career, profession, employment, and enhanced earning capacity of a party, as well as a party's celebrity status, literary assets, performance assets, and goodwill, interest in any business enterprise, college and graduate degrees, licenses, and certifications to engage in a particular field of endeavor, wheresoever situated, whether vested or contingent, choate or inchoate, and whether acquired before or after the Effective Date of this Agreement.

The increase in value of either party's Separate Property, regardless of whether such increase is due in whole or in part to the direct or indirect contributions and/or services of either party or no contributions whatsoever (market forces), and whether such increase is passive or active.

Any property of any type whatsoever not designated as Marital Property pursuant to this Agreement.

Any deferred compensation plans including but not limited to equity compensation plans: stock options, restricted stock and restricted stock units, stock appreciation rights, phantom stock, and employee stock purchase plans.

A party's Separate Property shall not, except as otherwise expressly provided herein, be treated as community property, marital property, or any other form of property in which the other party has any interest by reason of the marital relationship in New York or any other jurisdiction, foreign or domestic.

Property acquired by an individual party by bequest, devise, descent, gift (including gifts from the other party), or transfer, whether outright or in trust.

In the event that either party makes any contribution to the other party's Separate Property, whether such contribution be to the acquisition or maintenance of the other party's Separate Property, or whether such contribution be direct or indirect or cause the other party's Separate Property to increase or appreciate in value, such contributions shall not change the character of the Separate Property into Marital Property, nor shall any increase in value or appreciation in the value of the Separate Property be treated as Marital Property.

During John's life, he shall have full power of disposition and control over his Separate Property without interference from Mary, and John will execute any instrument necessary to carry out the intentions of this Agreement; and during Mary's life, she shall have full power of disposition and control over her Separate Property without interference from John, and John will execute any instrument necessary to carry out the intentions of this Agreement.

"Separate Liabilities" shall include, with respect to a party, all liabilities incurred by such party in his or her name prior to the marriage, as well as any claim or liability arising at any time in connection with such party's Separate Property. Mary and John each represent and warrant that all their respective liabilities as of the Signature Date are as set forth on Schedule "A" and Schedule "B,"

respectively. Each party shall be solely responsible for his or her Separate Liabilities, which shall be paid from his or her Separate Property.

If Separate property or funds are used to pay for any real estate or other asset (valued at 25k or greater) acquired jointly or any improvements made to any real estate which was acquired jointly, then said Separate funds or Property shall be reimbursed to the party which provided such funds upon the sale or other disposition of such jointly owned real estate or asset, regardless whether the real estate or asset was purchased before or after the marriage.

The career, profession, employment, and enhanced earning capacity of a party, as well as a party's celebrity status, literary assets, performance assets, and goodwill, interest in any business enterprise, college and graduate degrees, licenses, and certifications to engage in a particular field of endeavor, wheresoever situated, whether vested or contingent, choate or inchoate, and whether acquired before or after the Effective Date of this Agreement.