

MEDIATED PRENUPTIAL AGREEMENT

Samuel B. Jones (hereafter "Sam") and Sally S. Smith (hereafter "Sally") in contemplation their future marriage now enter into this Mediated Prenuptial Agreement (hereinafter the "Agreement").

1. Purposes and Recitals

This Agreement is entered into for the following purposes and with respect to the following facts:

A. Intent to Define Property Rights. It is the intention of the parties to define their respective property rights following their contemplated marriage. They intend that all property owned by either of them at the time of the marriage shall remain thereafter the separate property of the party who presently owns the property and the separate property of any trust created by the trustor party. They further intend that any contributions to any separate property asset shall not change the nature of the separate property.

B. Sam is a resident of the State of Arizona. Sally is a resident of the State of California

C. Children from Prior Relationships.

(1) Sam's children are: Sondra James, born April 1, 1985 and Samantha Jones, born May 1, 1988.

(2) Sally's children are: Sidney Smith, born January 15, 1988 and Sarah Doe, born February 10, 1990.

D. No Contract to Marry. This Agreement is not and should not be construed as a contract or a promise to marry by either party and shall be effective only in the event that the contemplated marriage is solemnized.

E. No Rights by Virtue of Non-marital Relationship. Neither Sam nor Sally now has any right, title, claim, or interest in or to the property, income, or estate of the other by reason of their prior non-marital relationship, or otherwise, and neither party is indebted to the other in any manner whatsoever.

F. Effective Date. This Agreement shall be and become effective as of the date of the marriage between the parties and its effectiveness is expressly conditioned upon such marriage.

2. Statement of Assets and Liabilities

A. Sam's Separate Property. Sam now owns as his separate property, notwithstanding the form of conveyance by which the property was taken or acquired, the following property, real, personal, or mixed are set forth in **Exhibit A**, a copy of which is attached to the original hereof but for purposes of privacy will not filed with the County Recorder's office.

B. Sam's Separate Debts. Sam's debts and liabilities are set forth in **Exhibit B**, a copy of which is attached to the original hereof but for purposes of privacy will not filed with the County Recorder's office.

C. Sally's Separate Property. Sally now owns as her separate property, notwithstanding the form of conveyance by which the property was taken or acquired, the following property, real, personal, or mixed are set forth in **Exhibit C**, a copy of which is attached to the original hereof but for purposes of privacy will not filed with the County Recorder's office.

D. Sally's Separate Debt. Sally's debts and liabilities are set forth in **Exhibit C**, a copy of which is attached to the original hereof but for purposes of privacy will not filed with the County Recorder's office.

E. This Agreement is entered into by each party hereto with a general knowledge of the extent and probable value of all of the separate property or estate of the other. They further acknowledge an understanding of all rights that, but for this Agreement, would inure by law to the benefit of either or both of them by virtue of their contemplated marital relation.

F. To ensure that both parties have a thorough knowledge of the nature and extent of the property owned by each of them, the parties hereto have made to each other a full and complete disclosure of all of the property he or she owns separately or jointly.

G. It is understood that the figures and amounts of property and financial obligations set forth herein are approximate and not necessarily exact, but are intended to be reasonably accurate and are warranted to be the best estimates of such figures and amounts. Both parties hereby expressly and voluntarily waive any right to disclosure of the other's property and financial obligations beyond the disclosure provided herein.

H. The parties agree that the foregoing disclosures are not an inducement to enter into this Agreement. Sam and Sally agree that each is willing to enter into this Agreement regardless of the nature or extent of the present or future assets, liabilities, income, or expenses of the other, and regardless of any financial arrangements made by one spouse for the benefit of the other.

3. Agreement as to Holding Property

A. Acknowledgment and Waiver. Samand Sally hereby acknowledge and agree that the property listed and specified in paragraph 2 of this Agreement is owned by the respective parties therein specified and to the extent therein stated. Further, both parties hereby waive and relinquish any right in the property or estate of the other.

B. Sam's Separate Property. The parties hereby agree that the following property shall remain the separate property of Sam:

All property listed in Exhibit A.

C. Sally's Separate Property. The parties hereby agree that the following property shall remain the separate property of Sally:

All property listed in Exhibit B

D. Liabilities Relative to Property, Acts, Omission, Etc. All debts and other liabilities incurred relative to an asset enumerated hereinabove or incurred after the parties marry relative to such assets or other assets shall be the sole responsibility of the party who owns the property. If any liability is attached to one party's separate assets or affairs, the liability shall be solely the responsibility of that party and that party shall indemnify the other party hereto to the extent that the other party shall be held liable.

End of Sample

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